

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.106

Agenda No. 10.A

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2014 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2014 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **183,917,196.**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM:	TO:
27-330 HHS- Director's Office OE	\$1,335	\$2,835
25-270 Public Safety SW	\$0	\$300,000
25-270 Public Safety OE	\$0	\$10,000
Drunk Driving Enforcement	\$0	\$10,786
Petsmart Charities	\$0	\$99,990
Municipal Drug Alliance	\$116,604	\$145,755
Senior Nutrition	\$0	\$1,491,659
Share our Strength	\$0	\$20,000
TOTAL INCREASE:		\$1,963,086

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (Resolution Authorizing an Emergency Temporary Appropriation)

Initiator

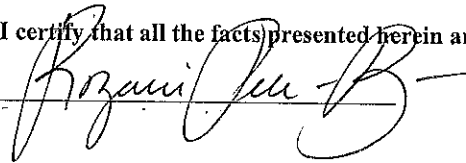
Department/Division	Administration	Budget
Name/Title	Rozani Pelc-Penteado	Principal Account Clerk
Phone/email	201-547-4964	PelcR@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To increase the temporary budget to reflect grants received and implementation of Public Safety Budget.

I certify that all the facts presented herein are accurate.

 02/19/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.107

Agenda No. 10.8

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 31 DWIGHT STREET A/K/A BLOCK 25202, LOT 16 F/K/A BLOCK 1471.A, LOT 88

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on April 15, 2004, Maudell Hill (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$4,500.00 made under the HORP Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 31 Dwight Street, Jersey City, also known as Block 25202, Lot 16 f/k/a Block 1471.A, Lot 88; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Maudell Hill dated April 15, 2004, in the sum of \$4,500.00 affecting 31 Dwight Street, also known as Block 25202, Lot 16 f/k/a Block 1471.A, Lot 88.

IW/igp
2/11/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 31 DWIGHT STREET A/K/A
BLOCK 25202, LOT 16 F/K/A BLOCK 1471.A, LOT 88**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	(201) 547-5086	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of Mortgage of 31 Dwight Street, Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

February 11, 2014

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

**Re: Discharge of Mortgage for the Property affecting 31 Dwight Street,
a/k/a Block 25202, Lot 16, f/k/a Block 1471.A, Lot 88**

Dear Council President and Members of the Municipal Council:

This letter will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HARP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

Very truly yours,


JEREMY FARRELL
CORPORATION COUNSEL

IW/igp
Encl.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.108

Agenda No. 10.C

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 74 ROMAR AVENUE A/K/A BLOCK 28504, LOT 2 F/K/A BLOCK 1258.5, LOT 54.A

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on November 29, 2001, Angelina LoPorto (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the HORP Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 74 Romar Avenue, Jersey City, also known as Block 28504, Lot 2 f/k/a Block 1258.5, Lot 54.A; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage of Angelina LoPorto dated November 29, 2001, in the sum of \$6,000.00 affecting 74 Romar Avenue, also known as Block 28504, Lot 2 f/k/a Block 1258.5, Lot 54.A

1W/igp
2/10/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 74 ROMAR AVENUE A/K/A
BLOCK 28504, LOT 2 F/K/A BLOCK 1258.5, LOT 54.A**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	(201) 547-5086	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of Mortgage of 74 Romar Avenue, Jersey City.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

February 10, 2014

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

**Re: Discharge of Mortgage for the Property affecting 74 Romar Avenue,
a/k/a Block 28504, Lot 2, f/k/a Block 1258.5, Lot 54.A**

Dear Council President and Members of the Municipal Council:

This letter will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HARP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

Very truly yours,


JEREMY FARRELL
CORPORATION COUNSEL

IW/igp
Encl.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.109

Agenda No. 10.D

Approved: FEB 26 2014

TITLE:



**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH
THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC.
GRANTING PERMISSION TO ENTER ONTO THE CITY-OWNED
PROPERTY KNOWN AS RESERVOIR NO. 3 ALSO KNOWN AS
BLOCK 4802 LOT 1, FORMERLY KNOWN AS BLOCK 835 LOT S**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (City) owns real property known as Reservoir No. 3 also known as Block 4802 Lot 1, formerly known as Block 835 Lot S (Property); and

WHEREAS, the Jersey City Reservoir preservation Alliance, Inc. (Reservoir Alliance) is a private non-profit corporation of the State of New Jersey; and

WHEREAS, the Reservoir alliance desires the City's permission to enter the Property for the purposes of providing public access to the Property for the public benefit and enjoyment; and

WHEREAS, the Reservoir Alliance agrees to execute the license agreement attached hereto.

NOW, THEREFORE, Be it Resolved by the Municipal of the City of Jersey City that:

- 1) the Reservoir Alliance and its guests or invitees are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto; and
- 2) subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business administrator is authorized to execute the license agreement attached hereto; and
- 3) the term of this license agreement shall be from March 1, 2014 through December 31, 2014.

APPROVED: [Signature]

[Signature] Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. GRANTING PERMISSION TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS RESERVOIR NO. 3 ALSO KNOWN AS BLOCK 4802 LOT 1.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Jersey City Reservoir Preservation Alliance Inc. is a non-profit corporation of the State of New Jersey. They will provide public access to the property for educational tours and programs, recreational programs, light maintenance work, fishing events provided they are co-sponsored by the City's Division of Recreation and water based recreation (kayaking).

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Annmarie Miller

From: Ryan Strother
Sent: Monday, February 10, 2014 7:03 PM
To: Annmarie Miller
Subject: RE: Reservoir No. 3

This is fine. The Recreation Department supports this 100%. Thank you.

Sent from my Samsung Galaxy S®4

----- Original message -----

From: Annmarie Miller
Date: 02/10/2014 1:03 PM (GMT-05:00)
To: Ryan Strother
Subject: Reservoir No. 3

As per our conversation, attached please find a copy of the Resolution and license agreement for the above city owned property.

Kindly review and advise.

Thank you
Ann Marie Miller
Real Estate Manager

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as " City" of " Licensor") and the Jersey City Reservoir Preservation Alliance, Inc., a private nonprofit corporation (hereinafter referred to as " Licensee" or Reservoir Alliance"), having offices at 921 Bergen Avenue, Jersey City, New Jersey 07306 c/o Irwin M. Rosen, Esq. By this agreement the City grants permission (License") to the Licensee to enter onto property owned by the City known as Reservoir No. 3 and designated on the City's tax map as Lot 1 in Block 4802 formerly known as Lot S in Block 835 (hereinafter referred to as the " Premises").

Licensee, and/ or its guests and invitees, are permitted to enter the Premises for the purpose of providing public access to the Premises as described in this License Agreement and subject to the terms and conditions of this Agreement set forth below.

1. The term of this License Agreement is as follows:

From March 1, 2014 through October 31, 2014 (" License Public Use Term "), Licensee shall be permitted to use the Premises during daylight hours as follows: (i) Saturdays and Sundays from 8:00a.m. to sunset beginning on March 31, 2014 through and including October 31, 2014 for public access to the Premises; (ii) on weekdays for supervised tours; and (iii) every day to Reservoir Alliance board members for the purpose of maintenance and monitoring of the premises; and (iv) beginning on March 31, 2014 through October 31, 2014 from 3:00p.m. until sunset for the purpose of fishing. The Licensee shall be permitted to use the Premises for special events provided Licensee notifies the City Risk Manager at least seven (7) days prior to the date of the special event and obtains the written approval of the Risk Manager to conduct the special event.

From October 31, 2014 though December 31, 2014 ("License Maintenance Use Term"), Licensee, its volunteers and City personnel shall be permitted to use the Premises during daylight hours every day for the purpose of maintenance, repairs, tours, and monitoring of the premises.

2. The Licensee shall be permitted to use the Premises during the License Public Use Term for the following activities:

- (a) educational tours and programs;
- (b) recreational programs;
- (c) light maintenance work;
- (d) fishing events provided they are co-sponsored by the City's Division of Recreation; and
- (e) water based recreation (kayaking).

3. All public use activities listed in par. 2 above, will be under the direct supervision of the Reservoir Alliance.

4. Licensee shall conduct the activities listed in par. 2 above, for public benefit and enjoyment.
5. Licensee may conduct the activities listed in par 2 above in cooperation with the City of Jersey City, its department and agencies, partnering institutions, organizations and community groups.
6. Licensee's use of the Premises shall be subject to the following:
 - (a) Licensee shall obtain liability insurance and such other types of insurance as deemed necessary by the City's Risk Manager. The amount of the liability insurance shall be \$5,000,000.00. The amounts of other insurance coverages shall be determined by the City's Risk Manager.
 - (b) Prior to the beginning of the License Public Use Term, the Reservoir Alliance shall provide the City with a list of its current officers and directors.
 - (c) Licensee shall clean the Premises prior to the start of all special events and at the conclusion of all special events.
7. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
8. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
9. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
10. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
11. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
12. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

13. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.

14. The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be \$5,000,000.00. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

15. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the Premises by the Licensee.

16. All equipment installed or used by the Licensee in connection with its use of the Premises that may be removed without damage to the Licensor's Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

17. The License shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

18. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Business Administrator
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Licensee: Cynthia A. Hadjiyannis, Esq.
Jersey City Reservoir
Preservation Alliance, Inc.
P.O. Box 7833
Jersey City, NJ 07307-0833

19. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

20. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

21. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

22. This Agreement shall be renewable for subsequent License Terms, upon approval of the City Council.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

Agreed to this _____ day of _____, 2014

Jersey City Reservoir Preservation
Alliance, Inc. (Licensee)

City of Jersey City
(Licensor)

By: _____
Steve Latham, President

Attest: _____

Attest: _____
Robert Byrne
City Clerk

By: _____
Robert Kakoleski, Acting
Business Administrator



Steve Latham
President
Tel: 201 656 5235

jcrreservoir@gmail.com
www.jcrreservoir.org

AARP, JC Chapter 5102

Embankment Preservation
Coalition

Friends of Liberty State
Park

Hackensack Riverkeeper

Heights Community
Relations Council

Heights Hope Neighborhood
Association

Heights Pride Committee

Jersey City Tree Committee

Jersey City Landmarks
Conservancy

Pershing Field Garden
Friends

PS #8 Neighborhood Block
Association

Riverview Neighborhood
Association

Sherman Place Block
Association

Sgt. Anthony Park
Association



JERSEY CITY RESERVOIR PRESERVATION ALLIANCE

BY E-MAIL AND REGULAR MAIL

January 27, 2014

Ann Marie Miller
Real Estate Manager
City of Jersey City
Real Estate Office
365 Summit Avenue Rm 239
Jersey City, NJ 07306

Re: Reservoir #3 License Agreement

Dear Ms. Miller:

Thank you for your November 19, 2013 letter regarding renewal of the License Agreement between the Jersey City Reservoir Preservation Alliance, Inc. and the City of Jersey City. As we discussed by telephone, the Reservoir Alliance wishes to renew the agreement for another year.

Should you have any question, please feel free to contact me at (201) 876-6568.

Very truly yours,

A handwritten signature in cursive script that reads "Cynthia A. Hadjiyannis".

Cynthia A. Hadjiyannis
Board Member

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.110

Agenda No. 10.E

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF USED OFFICE FURNITURE FROM MACK-CALI REALTY CORPORATION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is in need of office furniture; and

WHEREAS, Mack-Cali Realty Corporation has in its possession miscellaneous furniture that was abandoned by a former tenant; and

WHEREAS, Mack-Cali Realty Corporation remains committed to being a responsible corporate citizen and therefore desires to donate the abandoned office furniture to the City of Jersey City; and

WHEREAS, this furniture has been inspected and found to be of good quality; and

WHEREAS, the City of Jersey City is authorized to accept gifts pursuant to N.J.S.A. 40A:5-29 of the Local Fiscal Affairs Law.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to accept the donation of office furniture to the City of Jersey City and provide for its delivery.
2. Mack-Cali Realty Corporation is hereby thanked for its public minded generosity and commitment to being a thoughtful corporate citizen of the City of Jersey City.

JM/he
2/18/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A DONATION OF
USED OFFICE FURNITURE FROM MACK-CALI REALTY CORPORATION**

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	ROBERT BAKER, SR.	FISCAL OFFICER
Phone/email	201-547-4722	rbakersr@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Donation of miscellaneous used office furniture. Mack-Cali Realty Corporation wishes to donate furniture that was abandoned by a former tenant to the City of Jersey City.

I certify that all the facts presented herein are accurate.



Signature of Department Director

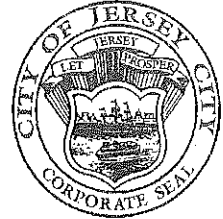
For James Shan

2-18-14

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.111
Agenda No. 10.F
Approved: FEB 26 2014
TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM DIVISION STREET TO NEWARK AVENUE BEGINNING 2:00 P.M. AND ENDING 8:00 P.M., SUNDAY, MARCH 16, 2014 AT THE REQUEST OF FERRY ST BOYS, LLC FOR THE PURPOSE OF A ST. PATRICK'S DAY PARADE CELEBRATION

WHEREAS, the Division of Architecture, Engineering, Traffic & Transportation has received an application from the Ferry St Boys, LLC to close Sixth Street from Division Street to Newark Avenue beginning 1:00 p.m. and ending 8:00 p.m. on Sunday, March 10, 2013 for the purpose of a St. Patrick's Day Parade celebration; and


WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

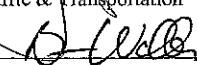
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-72, and 296-73 and Section 122-8 be waived; and


WHEREAS, the request to close Sixth Street does not meet one or more of the requirements set forth in Sections 296-71(A) and 296-73(D) and Section 122-8(A) as the street closing is being held on a non-residential block; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-73 and Section 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Sixth Street from Division Street to Newark Avenue beginning 2:00 p.m. and ending 8:00 p.m. on Sunday, March 16, 2014.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Director
Architecture, Engineering, Traffic and Transportation

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator
JDS:pc1
(02.11.14)

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

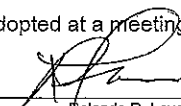
APPROVED 9-0

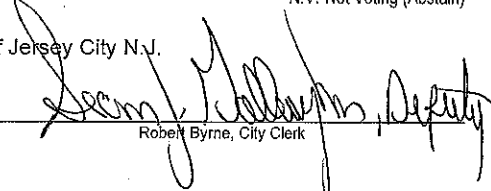
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM DIVISION STREET TO NEWARK AVENUE BEGINNING 2:00 P.M. AND ENDING 8:00 P.M., SUNDAY, MARCH 16, 2014 AT THE REQUEST OF FERRY ST BOYS, LLC FOR THE PURPOSE OF A ST. PATRICK'S DAY PARADE CELEBRATION

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza on behalf of Patrick Healy, Ferry St Boys, LLC, 374 Newark Av., JCNJ, 07302, 201.618.8155	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution authorizes closing Sixth Street from Division to Newark Avenue from 2:00 p.m. to 8:00 p.m. on Sunday, March 16, 2014 for a St. Patrick's Parade celebration. This street closing will be a no cost to the City.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-11-14
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803



MICHAEL RAZZOLI
DIRECTOR

MEMORANDUM

DATE: February 11, 2014

TO: Acting Business Administrator Robert Kakoleski

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**
SIXTH STREET from DIVISION STREET TO NEWARK AVENUE

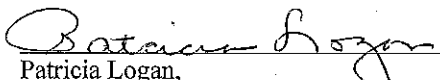
At the request of Patrick Healy on behalf of Ferry St Boys, LLC, attached for your review and signature, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street:

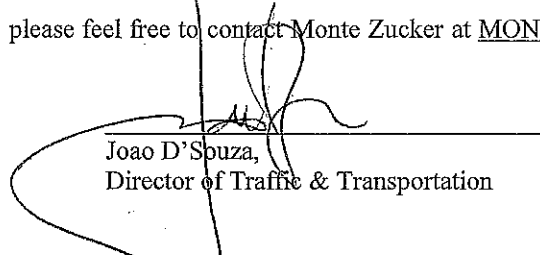
- Sixth Street from Division Street to Newark Avenue from 2:00 p.m. to 8:00 p.m. on Sunday, March 16, 2014.

The street closing was requested by Patrick Healy, on behalf of Ferry St Boys, LLC for the purpose of a St. Patrick's Parade celebration.

It is anticipated this legislation will be on the Agenda for the February 26, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Muhammed Akil, Chief of Staff

RECREATIONAL EVENT STREET CLOSURE

BLOCK: **SIXTH ST from DIVISION ST to NEWARK AV**

PURPOSE OF EVENT: St Patrick's Parade Celebration

BEGINS: 2PM

ENDS: 8PM

Sunday, March 16, 2014

APPLICANT: Patrick Healy

ORGANIZATION : Ferry St Boys, LLC

ADDRESS: 374 Newark Av

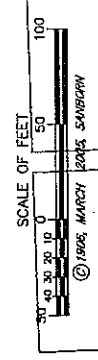
CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.618.8155

BEING WAIVED: non-residential block



BRUNSWICK



35

EIGHTH

SEVENTH

SIXTH

FIFTH

44

33

NEWARK

MEADES ST.
B'W'2

DIVISION

ST.

ST.

ST

SIXT

448

447

446

415

46

47

448

447

446

415

46

47

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.112

Agenda No. 10.6

Approved: FEB 26 2014

TITLE:



RESOLUTION INCREASING THE CONTRACT AMOUNT TO DOCUMENT REPROCESSORS, INC. FOR SANITIZING AND REPRODUCTION OF FILES AND DOCUMENTS FROM THE CITY HALL BASEMENT AS A RESULT OF HURRICAN SANDY

Council offered and moved adoption of the following Resolution:

WHEREAS, as a result of the flooding of City Hall thousands of records stored in the basement form the Tax Assessor, City Clerk, Personnel, Real Estate and Risk Management were damaged; and

WHEREAS, the result of the damage caused by Hurricane Sandy to the basement of City Hall the services of a professional document cleaning and reproduction company to remove and clean the documents and files that were damaged in the basement of City Hall; and

WHEREAS, Document Reprocessors, Inc. , an experienced document cleaning and reproduction company was available on short notice; and

WHEREAS, in order to mitigate any further damage and to prevent any environmental issues such as mold and mildew an emergency existed and quick action was necessary; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Council Resolution 13-120 awarded an original contract for these services in the amount of \$350,000 and P.O. # 109420 was issued, and

WHEREAS, due to the extent of damage to the files and the ongoing effort to preserve and reproduce these records in is necessary to increase the contract amount to \$650,000.00

WHEREAS, these funds are available in Account No. 01-272-55-000-045

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1) because of the above stated reasons which are incorporated herein, an emergency contract award to Document Reprocessors, Inc. , 40 Railroad Avenue, Rushville, NY, 14544 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to provide emergency document cleaning and salvage services is hereby ratified;

2) the total cost of the emergency contract is \$ 650,000;

3) the Director of the Office of Risk Management shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Resolution Agreement:** Resolution increasing the contract to Document Reprocessors, Inc, 40 Railroad Avenue, Rushville, NY, 14544
2. **Name and Title of Person Initiating the Resolution:**
Peter Soriero, Risk Manager
3. **Concise Description of the Program, Project or Plan Proposed in the Resolution:** Document Reprocessors, Inc, will provide removal, transportation, cleaning, identification, organization and reproduction of documents and files damaged by flood waters as a result of Hurricane sandy.
4. **Reasons (need) for the Proposed Program, Project, etc.:** The documents stored in the basement of City Hall were damaged when flood waters entered the basement. Immediate action was necessary for two reasons: One, to stop any additional damage that the documents would have sustained and , second to prevent any mold or other bacterial agents from forming on the documents or become airborne in the basement. The initial contract was awarded on an emergency basis and the full scope of the project was not fully realized. The increase is necessary reproduce or properly dispose of the damaged documents and files.
5. **Anticipated Benefits to the Community:** The documents that were removed can now be cleaned and reproduced if necessary and any environmental issues were abated
6. **Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):** \$ \$650,000 which 75% will be eligible for FEMA reimbursement as this company has provided these services to many government entities and their fees are within FEMA reimbursement guidelines.
7. **Term of Contract:** 1/1/2014 to 12/31/2014
8. **Person responsible for coordinating the program:**

Peter Soriero 547-5034

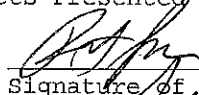
I certify that all the Facts Presented Herein are Accurate:

2/19/14

Date:

2/19/14

Date:



Signature of Division Director



Signature Business Administrator

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.113

Agenda No. 10.H

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Information Technology requires the purchase of a Cisco network switch for the new Municipal Services Complex on Linden Avenue; and

WHEREAS, N.J.S.A. 40A:11-12, of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, CDW Government Inc., 2 Enterprise Drive, Suite 404, Shelton, Connecticut 06484 is an authorized dealer and distributor of Cisco and is in possession of State Contract No. A83083, submitted a proposal for a **Cisco Network Switch**; and

WHEREAS, funds are available for this contract in Administration, Information Technology/Capital Fund;

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112632	A83083	\$86,633.06

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **CDW Government Inc.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued to page 2)

City Clerk File No. Res. 14.113Agenda No. 10.H FEB 26 2014

TITLE: **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112632	A83083	\$86,633.06

Approved by Peter M. Folgado for:
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv
2/10/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
for
Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

PURCHASE OF A CISCO NETWORK SWITCH FOR THE NEW MUNICIPAL SERVICES COMPLEX ON LINDEN AVE. THIS SWITCH WILL ENABLE PC'S IN THE COMPLEX TO CONNECT TO THE CITY PC NETWORK AND ACCESS THE INTERNET, CITY EMAIL AND OTHER CITY SOFTWARE APPLICATIONS. IT WILL ALSO PROVIDE SERVICE TO IP TELEPHONES TO BE USED IN THE COMPLEX.

Cost (Identify all sources and amounts)

\$86,633.06, GENERAL CAPITAL ACCOUNT

Contract term (include all proposed renewals)

NOT APPLICABLE

Type of award **STATE CONTRACT**

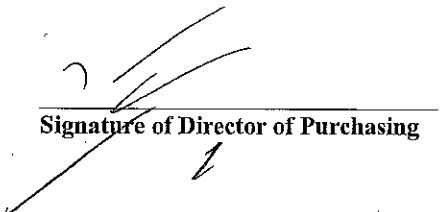
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Director of Purchasing


Date



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112632

REQUISITION # **0165120**
BUYER **STATECONT**

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: **02/10/2014**
VENDOR NO: **CD088900**

VENDOR INFORMATION

CDW GOVERNMENT INC
ATTN.: VICKY NETZER
200 N MILWAUKEE AVENUE
VERNON HILLS IL 60061

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	NETWORK SWITCH CISCO WS-C4507RE NETWORK SWITCH WITH LISTED COMPONENTS AND CISCO SMARTNET MAINTENANCE FOR LINDEN AVE, MUNICIPAL SERVICES COMPLEX CDW QUOTE: FBDB754 M-7000: CISCO DATA COMMUNICATIONS EQUIPMENT SC A83083 CDW GOV IS AN AUTHORIZED DEALER/DISTRIBUTOR QUOTE: FBDB754, ACCT. 9827654 SC RESO _____, APPROVED _____	04-215-55-920-990	86,633.0600	86,633.06

TAX EXEMPTION NO. **22-6002013**

PO Total **86,633.06**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

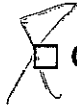
DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

RESOLUTION CHECKLIST



☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0165120
DEPT/DIV: INFO TECH

PO # 112632
SUBJ: CISCO SMARTNET MAINTENANCE

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ord	P2P	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement								X		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet AND/OR Determination of Value										
Other:										

Notes:

BIDS

	Goods & Srvcs	Construction	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #

0165120

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Sc
214

Vendor
CDW GOVERNMENT INC
ATTN.: VICKY NETZER
200 N MILWAUKEE AVENUE
VERNON HILLS IL 60061
CD088900

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Contact Info
ROBERT MAGRO
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	NETWORK SWITCH	04-215-55-920-990	86,633.06	86,633.06
		CISCO WS-C4507RE NETWORK SWITCH WITH LISTED COMPONENTS AND CISCO SMARTNET MAINTENANCE CDW QUOTE # FBDB754 FOR LINDEN AVE, MUNICIPAL SERVICES COMPLEX			

Requisition Total 86,633.06

Req. Date: 02/03/2014

Requested By: BOBM

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE ID	ACCOUNT ID	DATE
FBDB754	9827654	2/3/2014

BILL TO:

CITY OF JERSEY CITY/IT
1 JOURNAL SQUARE PLZ STE 3
INFORMATION TECHNOLOGY

Accounts Payable
JERSEY CITY, NJ 07306-4004

Customer Phone #201.547.4274

SHIP TO:

CITY OF JERSEY CITY/IT
Attention To: ***ORIGINAL
VOUCHERS****
1 JOURNAL SQUARE PLZ STE 3
INFORMATION TECHNOLOGY

JERSEY CITY, NJ 07306-4004
Contact: BOB MAGRO 201.547.4274

Customer P.O. # CISCO LINDEN AVE
PROJECT

ACCOUNT MANAGER

GLEN BROWN 866.872.0847

SHIPPING METHOD

DROP SHIP-GROUND

TERMS

Net 30 Days-Govt
State/Local

EXEMPTION CERTIFICATE

GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2526230	CISCO DIRECT WS-C4507RE+96V+ Mfg#: WS-C4507RE+96V+ Contract: New Jersey Cisco WSCA AR-233 A83083	13,013.95	13,013.95
1	2789716	CIS DIR 1YR SNET 8X5XNBD Mfg#: CON-SNT-C4507REV Contract: New Jersey Cisco WSCA AR-233 A83083	1,012.22	1,012.22
1	3109204	Electronic distribution - NO MEDIA CISCO DIRECT C4500E-7R-S8E-UPOE Mfg#: C4500E-7R-S8E-UPOE Contract: New Jersey Cisco WSCA AR-233 A83083	8,363.60	8,363.60
1	3088219	CISCO DIRECT WS-X45-SUP8-E/2 Mfg#: WS-X45-SUP8-E/2 Contract: New Jersey Cisco WSCA AR-233 A83083	11,827.90	11,827.90
1	3089247	CISCO DIRECT PWR-C45-9000ACV Mfg#: PWR-C45-9000ACV Contract: New Jersey Cisco WSCA AR-233 A83083	3,579.40	3,579.40
1	3089248	CISCO DIRECT PWR-C45-9000ACV/2 Mfg#: PWR-C45-9000ACV/2 Contract: New Jersey Cisco WSCA AR-233 A83083	3,579.40	3,579.40
1	2227453	CISCO DIRECT C4500E-IP-ES Mfg#: C4500E-IP-ES Contract: New Jersey Cisco WSCA AR-233 A83083	5,971.01	5,971.01
10	1658993	CISCO DIRECT SFP-10G-SR= Mfg#: SFP-10G-SR= Contract: New Jersey Cisco WSCA AR-233 A83083	588.42	5,884.20
2	2542673	CISCO DIRECT GLC-SX-MMD= Mfg#: GLC-SX-MMD= Contract: New Jersey Cisco WSCA AR-233 A83083	298.53	597.06
4	2942835	CISCO DIRECT WS-C3850-48P-L Mfg#: WS-C3850-48P-L Contract: New Jersey Cisco WSCA AR-233 A83083	6,212.96	24,851.84
4	2975691	CIS DIR 1YR SNET 8X5XNBD Mfg#: CON-SNT-WSC388PL Contract: New Jersey Cisco WSCA AR-233 A83083	494.62	1,978.48
4	2960163	Electronic distribution - NO MEDIA CISCO DIRECT C3850-NM-2-10G Mfg#: C3850-NM-2-10G Contract: New Jersey Cisco WSCA	1,493.50	5,974.00

AR-233 A83083

SUBTOTAL
FREIGHT
TAX

86,633.06
0.00
0.00

U.S. CURRENCY

TOTAL **86,633.06**

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.990.8100

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.asp>
For more information, contact a CDW account manager.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CDW GOVERNMENT LLC

Trade Name:

Address: 200 N MILWAUKEE AVE
VERNON HILLS, IL 60061-1577

Certificate Number: 1561883

Effective Date: May 10, 2010

Date of Issuance: February 10, 2014

For Office Use Only:

20140210110910426

State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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T-Number	Title	Vendor	Contract #
M7000 13-r -22918	DATA COMMUNICATIONS EQUIPMENT	CISCO SYSTEMS INC	83083
TOP			

BPPA | Open
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State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)****M-7000
DATA COMMUNICATIONS EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (117 kb)

< >

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	M-7000
Contract #:	VARIOUS
Contract Period:	FROM: 12/01/12 TO: 05/31/14
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

	1745 TECHNOLOGY DR SAN JOSE, CA 95110
Contact Person:	TANIA CRAYTHORNE
Contact Phone:	408-333-6226
Order Fax:	000-000-0000
Contract#:	83084
Expiration Date:	05/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	CISCO SYSTEMS INC 170 WEST TASMAN DR SAN JOSE, CA 95134
Contact Person:	MIKE SLOAN
Contact Phone:	732-635-4346
Order Fax:	000-000-0000
Contract#:	83083
Expiration Date:	05/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ENTERASYS NETWORKS INC 50 MINUTEMAN RD ANDOVER, MA 01810-1008
Contact Person:	UNKNOWN
Contact Phone:	000-000-0000
Order Fax:	000-000-0000
Contract#:	83090
Expiration Date:	05/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	EXTREME NETWORKS FOUR TOWER BRIDGE 200 BARR HARBOR DR/400 W CONSHOHOCKEN, PA 19428
Contact Person:	MARTY MADEIRA
Contact Phone:	888-257-3000
Order Fax:	000-000-0000

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 83081	Title: DATA COMMUNICATIONS EQUIPMENT
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 642 NEW TOWN YARDLEY RD NEW TOWN PA 18940
Contact Person:	GEORGE PASHARDIS
Contact Phone:	609-528-8912
Dealer/Distributor Name & Address:	ERGONOMIC GROUP INC. 191 HERRICKS ROAD GARDEN CITY PARK NY 11040
Contact Person:	KATHRYN FARKAS
Contact Phone:	516-746-7777-174
Dealer/Distributor Name & Address:	GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
Contact Person:	JEFF LEVIN
Contact Phone:	800-800-0019
Dealer/Distributor Name & Address:	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE AZ 85283
Contact Person:	NICK STOCKING
Contact Phone:	800-467-4448-6020
Dealer/Distributor Name & Address:	NWN CORPORATION 303 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054
Contact Person:	MATT HIMMELSTEIN
Contact Phone:	856-914-5603
Dealer/Distributor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Contract#: 83083	Title: DATA COMMUNICATIONS EQUIPMENT
Dealer/Distributor Name & Address:	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZLET NJ 07730
Contact Person:	FROST SCHROEDER
Contact Phone:	732-847-9612
Dealer/Distributor Name & Address:	BLUEWATER COMMUNICATIONS 110 PARKWAY DRIVE S HAUPPAUGE NY 11788-2012
Contact Person:	DARREN CHANG
Contact Phone:	631-656-7624
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740

	AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 10 - APPLICATION FRONT END PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: NETWORK-RELATED SERVICES SUCH AS: NETWORK-CENTRIC DESIGN AND PLANNING; NETWORK-CENTRIC INSTALLATION, CONFIGURATION OR MIGRATION; NETWORK TESTING; NETWORK MAINTENANCE OR WARRANTY NETWORK TECHNICAL SUPPORT; NETWORK TRAINING DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
Vendor: CISCO SYSTEMS INC Contract Number: 83083					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (WIC); TRANCEIVERS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...]	1.000	EACH	NET	N/A

	ITEM DESCRIPTION: AREA 2 - SWITCHES; NETWORK ADAPTORS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 3 - WIRELESS ETHERNET; ALL WIRELESS PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 206-64-077627 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 4 - SECURITY EQUIPMENT & SOLUTIONS FIREWALLS; DOMAIN NAME SYSTEM (DNS) SERVER; NETWORK ALARM SYSTEMS; SECURE SOCKET LAYER (SSL); VIRTUAL PRIVATE NETWORK (VPN) APPLIANCE FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 206-64-077628 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 5 - MONITORING AND MANAGEMENT SOLUTIONS; NETWORK MANAGEMENT APPLIANCES FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 206-64-077629 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 6 - OTHER NETWORK-CENTRIC SOLUTIONS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 206-64-077630 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 7 - MULTI-FUNCTION SOLUTIONS, WHICH INCLUDES PRODUCTS THAT ARE MERGING INTO MULTI-FUNCTION PLATFORMS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 8 - DENSE WAVE NETWORKING SYSTEMS INCLUDES WAVELENGTH-DIVISION MULTIPLEXING (WDM) OR DIVISIONAL WDM (DWDM) PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 9 - OPTICAL/SONET NETWORKING SYSTEM FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS	1.000	EACH	NET	N/A

	AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 10 - APPLICATION FRONT END PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: NETWORK-RELATED SERVICES SUCH AS: NETWORK-CENTRIC DESIGN AND PLANNING; NETWORK-CENTRIC INSTALLATION, CONFIGURATION OR MIGRATION; NETWORK TESTING; NETWORK MAINTENANCE OR WARRANTY NETWORK TECHNICAL SUPPORT; NETWORK TRAINING DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
Vendor: ENTERASYS NETWORKS INC Contract Number: 83090					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (WIC); TRANCEIVERS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...]	1.000	EA	NET	N/A

Resolution of the City of Jersey City, N.J.

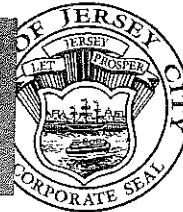
City Clerk File No. Res. 14.114

Agenda No. 10.1

Approved: _____

TITLE: _____

WITHDRAWN



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASPLUNDH TREE EXPERT COMPANY TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/PARK MAINTENANCE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, tree trimming, pruning and removal services are needed to keep the safety, health and appearance of the City of Jersey City (City) trees; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 (c) requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

WHEREAS, Asplundh Tree Expert Company, 19 Ridgedale Avenue, Cedar Knolls, New Jersey 07927, being in possession of State Contract A80905 submitted a proposal for **Tree Trimming, Pruning and Removal Services** in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000.00)**; and

WHEREAS, the term of the contract shall be for ten (10) months effective as of March 1, 2014 and the total cost of the contract shall not exceed **Two Hundred Fifty Thousand Dollars (\$250,000.00)**; and

WHEREAS, funds in the amount of \$20,000.00 are available in the calendar year 2014 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-28-375-314; and

WHEREAS, funds in the amount of \$20,000.00 are available in the **Park Maintenance Operating Account**;

Acct	PO #	Total Contract	State Contract	Temp Enc.
01-201-28-375-314	112633	\$250,000.00	A80905	\$20,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Asplundh Tree Expert Company for Tree Trimming, Pruning and Removal Services;
2. The contract term is for ten (10) months effective as of March 1, 2014 and the maximum amount of the contract shall not exceed **\$250,000.00**;
3. This contract is awarded pursuant to N.J.S.A. 40A:11-12;
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget;
5. Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met; then, payment to the contractor shall be made in accordance with the provisions of the Local Affairs Law, N.J.S.A. 40A:5-1 et seq. and

(Continued on page 2)

City Clerk File No. Res. 14.114Agenda No. 10.I

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASPLUNDH
TREE EXPERT COMPANY TO PROVIDE TREE TRIMMING, PRUNING AND
REMOVAL SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF
PUBLIC WORKS/PARK MAINTENANCE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that
there are sufficient funds available for payment of this above resolution.

Acct	PO #	Total Contract	State Contract	Temp Enc.
01-201-28-375-314	112633	\$250,000.00	A80905	\$20,000.00

Approved by 2/10/14
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv
2/10/14

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Admin

Corporation Counsel

RECO			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

Adopted at a meeting of the Municip

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

WITHDRAWN

APPROVED

E 2.26.14			
COUNCILPERSON	AYE	NAY	N.V.
GA			
ERMAN			
RO, PRES.			

N.V.-Not Voting (Abstain)

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASPLUNDH TREE EXPERT COMPANY TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/PARK MAINTENANCE DIVISION.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Acting Director
Phone/email	201-547-4495	csnow@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need for tree trimming, pruning, and removal services are needed to keep the safety, health and appearance of the City of Jersey City trees. This is a state contract vendor. SC # A80905.

Cost (Identify all sources and amounts)

Parks Maintenance Operating Account
01-201-28-375-314

Contract term (include all proposed renewals)

03/01/14 to 12/31/14

Type of award State Contract Award

If "Other Exception", enter type

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. Asplundh Tree Expert has state contract # A 80905.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASPLUNDH TREE EXPERT COMPANY TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/PARK MAINTENANCE DIVISION.

2. Name and title of person initiating ordinance/resolution, etc.:

Michael Razzoli, Director of the Department of Public Works for the Division of Parks Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

There exists a need for tree trimming, pruning, and removal services are needed to keep the safety, health and appearance of the City of Jersey City.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASPLUNDH TREE EXPERT COMPANY TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/PARK MAINTENANCE DIVISION.

5. Anticipated benefits to the community:

There exists a need for tree trimming, pruning, and removal services are needed to keep the safety, health and appearance of the City of Jersey City.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this state contract is two hundred and fifty thousand dollars (\$250,000.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

December 31, 2014.

9. Person responsible for coordinating proposed program, project, etc.:

Cleveland Snow, Director, Division of Park Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Park Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Peter Folgado, Director of Purchasing, RPPO, QPA Date: 2/11/14


Signature of Department Director

2/11/14
Date:



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER

112633

REQUISITION # 0165177

BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE VENDOR NO.
02/10/2014 AS038993

VENDOR INFORMATION

ASPLUNDH TREE EXPERT CO
19 RIDGEALE AVENUE, STE 210

CEDAR KNOLLS NJ 07927

DELIVER TO
PARK MAINTENANCE
575 RT. 440

JERSEY CITY NJ 07305

BILL TO
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SC	STATE CONTRACT FOR TREE TRIMMING, PRUNING & REMOVAL SERVICES CONTRACT PERIOD: 3/01/14 - 12/31/14 CONTRACT AMOUNT = \$250,000.00 TEMPORARY ENCUMBRANCY = \$20,000.00 T-0465: TREE TRIMMING, PRUNING & REMOVAL SERVICES SC A80905 SC RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS	01-201-28-375-314	20,000.0000	20,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 20,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE


FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASPLUNDH TREE EXPERT COMPANY TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/PARK MAINTENANCE DIVISION.**
3. The total funds requested for this contract is \$250,000.00 with a temporary encumbrancy of \$20,000.00.
4. The funds are available in Parks Maintenance Operating Account No. 01-201-28-375-314.
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 2-11-14



Michael E. Razzoli
Director of Department of Public Works

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0165177

DEPT/DIV: PARKS MAINTENANCE

PO # 112633

SUBJ: TREE TRIMMING, PRUNING, REMOVAL SRVCS

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ord	P2p	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement								NA		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet AND/OR Determination of Value										
Other:										

Notes:

*Need
Fact
Sheet*

BIDS

	Goods & Srvcs	Construction	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #

0165177

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Vendor
ASPLUNDH TREE EXPERT CO
19 RIDGEALE AVENUE, STE 210
CEDAR KNOLLS NJ 07927Dept. Bill To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305Dept. Ship To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

AS038993

Contact Info
Cleveland Snow, Dir
2015474495

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	STATE CONTRACT FOR TREE TRIMMING, PRUNING AND REMOVAL SERVICES	01-201-28-375-314	20,000.00	20,000.00
CONTRACT PERIOD : 03/01/14 TO 12/31/14					
CONTRACT AMOUNT = \$250,000.00					
TEMPORARY ENCUMBRANCY = \$20,000.00					
SC # 80905					
PPV'S					

Requisition Total 20,000.00

Req. Date: 02/07/2014

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

This Is Not A Purchase Order

02/07/14

Exit Help Print Preferences

Fund	1	CURRENT FUND
G/L	201	CURRENT APPROPRIATIONS
Cafr	28	RECREATION
sidary	375	PARKS MAINTENANCE
e Item	314	CONTRACTUAL SERVICES
t Code	40	PUBLIC WORKS DEPT

Ending Balance	69,600.00
----------------	-----------

☒ View in Ascending Order
☐ View in Descending Order

< Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

[illegible]

View LGL Line



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ASPLUNDH TREE EXPERT CO.
Trade Name:
Address: 708 BLAIR MILL RD
WILLOW GROVE, PA 19090-1701
Certificate Number: 0103160
Effective Date: March 28, 1946
Date of Issuance: February 10, 2014

For Office Use Only:

20140210120149591

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Asquith Tree Expert Co. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Asquith Tree Expert Co.

Signed [Signature] Title: Region Manager

Print Name Ryan C. Sever Date: 10/31/13

Subscribed and sworn before me
this 4th day of November, 2013.

My Commission expires: _____
Nancy Tuite-Henik
(Affiant)
Nancy Tuite-Henik
(Print name & title of affiant) (Corporate Seal)

NANCY E. TUIE-HENIK
Notary Public of New Jersey
ID No. 2285889
Commission Exp: 3/27/2017

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce B. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Appland Tree Export Co

Signed: [Signature] Title: Regional Manager

Print Name: [Signature] Date: 10/21/13

Subscribed and sworn before me this 11th day of November, 2013

My Commission expires:

[Signature]
 (Affiant)
Nancy Tuite-Henik
 (Print name & title of affiant) (Corporate Seal)

NANCY E. TUIE-HENIK
Notary Public of New Jersey
ID No. 2286869
Commission Exp: 3/27/2017

State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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T-Number	Title	Vendor	Contract #
T0465 12-x -22219	TREE TRIMMING, PRUNING & REMOVAL SERVICES	ASPLUNDH TREE EXPERT CO	80905
TOP			

NJ Office of
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State of New Jersey
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Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)**

**T-0465
TREE TRIMMING, PRUNING
& REMOVAL SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to DOREICA HOLT

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**

[Download All Documents](#)

- [State Contract Manager Adobe PDF \(9 kb\)](#)
- [Method of Operation Adobe PDF \(31 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-0465
Contract #:	VARIOUS
Contract Period:	FROM: 03/01/12 TO: 02/28/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22219
Bid Open Date:	12/06/11
CID #:	1039723
Commodity Code:	988-88
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these item s/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

DOREICA HOLT	PROCUREMENT SPECIALIST	609-292-4700
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	PUB DATE:	11/13/13

VENDOR INFORMATION

Vendor Name & Address:	ASPLUNDH TREE EXPERT CO 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090-1784
Contact Person:	STEVEN G. ASPLUNDH
Contact Phone:	215-784-4384
Order Fax:	215-784-1308
Contract#:	80905
Expiration Date:	02/28/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	

Contract#:	80902
Expiration Date:	02/28/15
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
TUFF GREENS LLC 963 GREEN POND RD ROCKAWAY, NJ 07866	
Contact Person:	GEORGE SMITTE
Contact Phone:	973-983-0640
Order Fax:	973-983-0620
Contract#:	80903
Expiration Date:	02/28/15
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: ASPLUNDH TREE EXPERT CO			Contract Number: 80905		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 988-88-082054 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A (2) PERSON CREW NON TRAFFIC RFP SECTION 3.3.1 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$123.65000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 988-88-082538 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A TWO (2) PERSON CREW NON TRAFFIC SECTION 3.3.1	1.000	HOURL	N/A	\$173.12000

	NORTH REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 988-88-082539 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A THREE (3) PERSON CREW TRAFFIC SECTION 3.3.2 NORTH REGION STRAIGHT TIME	1.000	HOUR	N/A	\$190.59000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 988-88-082540 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A THREE (3) PERSON CREW TRAFFIC SECTION 3.3.2 NORTH REGION OVERTIME	1.000	HOUR	N/A	\$266.82000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 988-88-082541 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WORK ONLY NON TRAFFIC SECTION 3.3.3 NORTH REGION STRAIGHT TIME	1.000	HOUR	N/A	\$175.70000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 988-88-082542 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE PERSON CREW - TREE WORK ONLY NON TRAFFIC	1.000	HOUR	N/A	\$245.98000

	SECTION 3.3.3 NORTH REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 988-88-082543 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WORK ONLY TRAFFIC SECTION 3.3.4 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$232.34000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 988-88-082544 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WORK ONLY TRAFFIC SECTION 3.3.4 NORTH REGION OVERTIME	1.000	HOURL	N/A	\$325.27000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 988-88-082545 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WITH STUMP REMOVAL NON TRAFFIC SECTION 3.3.5 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$197.61000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 988-88-082546 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WITH STUMP REMOVAL	1.000	HOURL	N/A	\$276.65000

	NON TRAFFIC SECTION 3.3.5 NORTH REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 988-88-082547 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WITH STUMP REMOVAL TRAFFIC SECTION 3.3.6 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$257.54000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 988-88-082548 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WITH STUMP REMOVAL TRAFFIC SECTION 3.3.6 NORTH REGION OVERTIME	1.000	HOURL	N/A	\$360.55000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 988-88-082549 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL TRAFFIC OBSERVER/FLAG PERSON SECTION 3.3.8 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$45.11000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 988-88-082550 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL TRAFFIC OBSERVER/FLAG PERSON	1.000	HOURL	N/A	\$63.16000

	SECTION 3.3.8 NORTH REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 988-88-082551 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL LABORER SECTION 3.3.8 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$45.11000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 988-88-082552 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL LABORER SECTION 3.3.8 NORTH REGION OVERTIME	1.000	HOURL	N/A	\$63.16000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 988-88-082553 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CLIMBER SECTION 3.3.8 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$52.12000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 988-88-082554 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CLIMBER SECTION 3.3.8 NORTH REGION OVERTIME	1.000	HOURL	N/A	\$72.97000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 988-88-082555 [ROADSIDE, GROUNDS,	1.000	HOURL	N/A	\$189.44000

	RECREATIONAL AND ...]				
	ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CERTIFIED CRANE OPERATOR SECTION 3.3.8 NORTH REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 988-88-082556 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CERTIFIED CRANE OPERATOR SECTION 3.3.8 NORTH REGION OVERTIME	1.000	HOURL	N/A	\$284.16000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 988-88-082557 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THIRTY - THIRTY FIVE (30-35) TONE CRANE RENTAL SECTION 3.3.8 NORTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$96.77000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 988-88-082558 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THIRTY - THIRTY FIVE (30-35) TONE CRANE RENTAL SECTION 3.3.8 NORTH REGION OVERTIME	1.000	HOURL	N/A	\$145.17000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 988-88-082559 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE	1.000	HOURL	N/A	\$23.00000

	FOR A BUCKET TRUCK HAVING A MINIMUM REACH OF NOT LESS THAN SEVENTY (70) FEET SECTION 3.3.8 NORTH REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 988-88-082560 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A BUCKET TRUCK HAVING A MINIMUM REACH OF NOT LESS THAN SEVENTY (70) FEET SECTION 3.3.8 NORTH REGION OVERTIME	1.000	HOUR	N/A	\$23.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 988-88-082561 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A GRAPPLE TRUCK SECTION 3.3.8 NORTH REGION STRAIGHT TIME	1.000	HOUR	N/A	\$31.71000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 988-88-082562 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A GRAPPLE TRUCK SECTION 3.3.8 NORTH REGION OVERTIME	1.000	HOUR	N/A	\$31.71000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 988-88-082563 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE RATE FOR CONSULTING SERVICES SECTION 3.4	1.000	HOUR	N/A	\$118.89000

	NORTH REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 988-88-082564 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR CONSULTING SERVICES SECTION 3.4 NORTH REGION OVERTIME	1.000	HOUR	N/A	\$166.44000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 988-88-082565 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A (2) PERSON CREW NON TRAFFIC RFP SECTION 3.3.1 CENTRAL REGION STRAIGHT TIME	1.000	HOUR	N/A	\$123.65000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 988-88-082566 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A TWO (2) PERSON CREW NON TRAFFIC SECTION 3.3.1 CENTRAL REGION OVERTIME	1.000	HOUR	N/A	\$173.12000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 988-88-082567 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A THREE (3) PERSON CREW TRAFFIC SECTION 3.3.2	1.000	HOUR	N/A	\$190.59000

	CENTRAL REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 988-88-082568 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A THREE (3) PERSON CREW TRAFFIC SECTION 3.3.2 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$266.82000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 988-88-082569 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WORK ONLY NON TRAFFIC SECTION 3.3.3 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$175.70000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 988-88-082570 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE PERSON CREW - TREE WORK ONLY NON TRAFFIC SECTION 3.3.3 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$245.98000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00035	COMM CODE: 988-88-082571 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WORK ONLY TRAFFIC SECTION 3.3.4	1.000	HOURL	N/A	\$232.34000

	CENTRAL REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00036	COMM CODE: 988-88-082572 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WORK ONLY TRAFFIC SECTION 3.3.4 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$325.27000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00037	COMM CODE: 988-88-082573 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WITH STUMP REMOVAL NON TRAFFIC SECTION 3.3.5 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$197.61000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00038	COMM CODE: 988-88-082574 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WITH STUMP REMOVAL NON TRAFFIC SECTION 3.3.5 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$276.65000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 988-88-082575 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WITH STUMP REMOVAL TRAFFIC	1.000	HOURL	N/A	\$257.54000

	SECTION 3.3.6 CENTRAL REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00040	COMM CODE: 988-88-082576 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WITH STUMP REMOVAL TRAFFIC SECTION 3.3.6 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$360.55000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 988-88-082577 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL TRAFFIC OBSERVER/FLAG PERSON SECTION 3.3.8 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$45.11000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 988-88-082578 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL TRAFFIC OBSERVER/FLAG PERSON SECTION 3.3.8 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$63.16000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 988-88-082579 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL LABORER SECTION 3.3.8	1.000	HOURL	N/A	\$45.11000

	CENTRAL REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 988-88-082580 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL LABORER SECTION 3.3.8 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$63.16000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	COMM CODE: 988-88-082581 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CLIMBER SECTION 3.3.8 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$52.12000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	COMM CODE: 988-88-082582 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CLIMBER SECTION 3.3.8 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$72.97000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	COMM CODE: 988-88-082583 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CERTIFIED CRANE OPERATOR SECTION 3.3.8 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$189.44000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00048	COMM CODE: 988-88-082584 [ROADSIDE, GROUNDS, RECREATIONAL AND ...]	1.000	HOURL	N/A	\$284.16000

	ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CERTIFIED CRANE OPERATOR SECTION 3.3.8 CENTRAL REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00049	COMM CODE: 988-88-082585 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THIRTY - THIRTY FIVE (30-35) TONE CRANE RENTAL SECTION 3.3.8 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$96.77000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 988-88-082586 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THIRTY - THIRTY FIVE (30-35) TONE CRANE RENTAL SECTION 3.3.8 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$145.17000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 988-88-082587 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A BUCKET TRUCK HAVING A MINIMUM REACH OF NOT LESS THAN SEVENTY (70) FEET SECTION 3.3.8 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$23.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 988-88-082588 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE	1.000	HOURL	N/A	\$23.00000

	FOR A BUCKET TRUCK HAVING A MINIMUM REACH OF NOT LESS THAN SEVENTY (70) FEET SECTION 3.3.8 CENTRAL REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00053	COMM CODE: 988-88-082589 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A GRAPPLE TRUCK SECTION 3.3.8 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$31.71000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00054	COMM CODE: 988-88-082590 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A GRAPPLE TRUCK SECTION 3.3.8 CENTRAL REGION OVERTIME	1.000	HOURL	N/A	\$31.71000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00055	COMM CODE: 988-88-082591 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE RATE FOR CONSULTING SERVICES SECTION 3.4 CENTRAL REGION STRAIGHT TIME	1.000	HOURL	N/A	\$118.89000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00056	COMM CODE: 988-88-082592 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR CONSULTING SERVICES SECTION 3.4	1.000	HOURL	N/A	\$166.44000

	CENTRAL REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00057	COMM CODE: 988-88-082593 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A (2) PERSON CREW NON TRAFFIC RFP SECTION 3.3.1 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$123.65000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00058	COMM CODE: 988-88-082594 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A TWO (2) PERSON CREW NON TRAFFIC SECTION 3.3.1 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$173.12000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00059	COMM CODE: 988-88-082595 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A THREE (3) PERSON CREW TRAFFIC SECTION 3.3.2 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$190.59000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00060	COMM CODE: 988-88-082596 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A THREE (3) PERSON CREW TRAFFIC	1.000	HOURL	N/A	\$266.80000

	SECTION 3.3.2				
	SOUTH REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00061	COMM CODE: 988-88-082597 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WORK ONLY NON TRAFFIC SECTION 3.3.3 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$175.70000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00062	COMM CODE: 988-88-082598 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE PERSON CREW - TREE WORK ONLY NON TRAFFIC SECTION 3.3.3 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$245.90000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00063	COMM CODE: 988-88-082599 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WORK ONLY TRAFFIC SECTION 3.3.4 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$232.34000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00064	COMM CODE: 988-88-082600 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WORK ONLY TRAFFIC	1.000	HOURL	N/A	\$325.27000

	SECTION 3.3.4 SOUTH REGION OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00065	COMM CODE: 988-88-082601 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WITH STUMP REMOVAL NON TRAFFIC SECTION 3.3.5 SOUTH REGION STRAIGHT TIME	1.000	HOUR	N/A	\$197.61000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00066	COMM CODE: 988-88-082602 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THREE (3) PERSON CREW - TREE WITH STUMP REMOVAL NON TRAFFIC SECTION 3.3.5 SOUTH REGION OVERTIME	1.000	HOUR	N/A	\$276.65000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00067	COMM CODE: 988-88-082603 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WITH STUMP REMOVAL TRAFFIC SECTION 3.3.6 SOUTH REGION STRAIGHT TIME	1.000	HOUR	N/A	\$257.54000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00068	COMM CODE: 988-88-082604 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A FOUR (4) PERSON CREW - TREE WITH STUMP REMOVAL	1.000	HOUR	N/A	\$360.55000

	TRAFFIC				
	SECTION 3.3.6				
	SOUTH REGION				
	OVERTIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00069	COMM CODE: 988-88-082605 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL TRAFFIC OBSERVER/FLAG PERSON SECTION 3.3.8 SOUTH REGION STRAIGHT TIME	1.000	HOUR	N/A	\$45.11000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00070	COMM CODE: 988-88-082606 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL TRAFFIC OBSERVER/FLAG PERSON SECTION 3.3.8 SOUTH REGION OVERTIME	1.000	HOUR	N/A	\$63.16000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00071	COMM CODE: 988-88-082607 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL LABORER SECTION 3.3.8 SOUTH REGION STRAIGHT TIME	1.000	HOUR	N/A	\$45.11000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 988-88-082608 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL LABORER SECTION 3.3.8 SOUTH REGION OVERTIME	1.000	HOUR	N/A	\$63.16000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00073	COMM CODE: 988-88-082609 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CLIMBER SECTION 3.3.8 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$52.12000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00074	COMM CODE: 988-88-082610 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CLIMBER SECTION 3.3.8 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$72.97000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00075	COMM CODE: 988-88-082611 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CERTIFIED CRANE OPERATOR SECTION 3.3.8 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$189.44000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00076	COMM CODE: 988-88-082612 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR AN ADDITIONAL CERTIFIED CRANE OPERATOR SECTION 3.3.8 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$284.16000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00077	COMM CODE: 988-88-082613 [ROADSIDE, GROUNDS, RECREATIONAL AND ...]	1.000	HOURL	N/A	\$96.77000

	ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THIRTY - THIRTY FIVE (30-35) TONE CRANE RENTAL SECTION 3.3.8 SOUTH REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00078	COMM CODE: 988-88-082614 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A THIRTY - THIRTY FIVE (30-35) TONE CRANE RENTAL SECTION 3.3.8 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$145.17000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00079	COMM CODE: 988-88-082615 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A BUCKET TRUCK HAVING A MINIMUM REACH OF NOT LESS THAN SEVENTY (70) FEET SECTION 3.3.8 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$23.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00080	COMM CODE: 988-88-082616 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A BUCKET TRUCK HAVING A MINIMUM REACH OF NOT LESS THAN SEVENTY (70) FEET SECTION 3.3.8 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$23.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 988-88-082617 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE	1.000	HOURL	N/A	\$31.71000

	FOR A GRAPPLE TRUCK SECTION 3.3.8 SOUTH REGION STRAIGHT TIME				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 988-88-082618 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR A GRAPPLE TRUCK SECTION 3.3.8 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$31.71000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00083	COMM CODE: 988-88-082619 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE RATE FOR CONSULTING SERVICES SECTION 3.4 SOUTH REGION STRAIGHT TIME	1.000	HOURL	N/A	\$118.89000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00084	COMM CODE: 988-88-082620 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR CONSULTING SERVICES SECTION 3.4 SOUTH REGION OVERTIME	1.000	HOURL	N/A	\$166.44000
Vendor: BECKERS TREE SERVICE		Contract Number: 80907			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 988-88-082565 [ROADSIDE, GROUNDS, RECREATIONAL AND ...] ITEM DESCRIPTION: ALL INCLUSIVE HOURLY RATE FOR STUMP REMOVAL ONLY WITH A (2) PERSON CREW NON TRAFFIC RFP SECTION 3.3.1	1.000	HOURL	N/A	\$125.00000

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.115

Agenda No. 10.J

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAST COAST EMERGENCY LIGHTING TO PROVIDE POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, security equipment and supplies are needed to keep the City of Jersey City (City) vehicle fleet operational; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 © requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

WHEREAS, East Coast Emergency Lighting, 200 Mecco Drive, Millstone Township, New Jersey 08535, being in possession of **State Contract A81338** submitted a proposal for **Security Equipment and Supplies** in the amount of **Sixty Thousand Dollars (\$60,000.00)**; and

WHEREAS, the term of the contract shall be for twelve (12) months effective as of January 1, 2014 and the total cost of the contract shall not exceed **Sixty Thousand Dollars (\$60,000.00)**; and

WHEREAS, funds in the amount of \$5,000.00 are available in the calendar year 2014 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-26-315-310; and

WHEREAS, funds in the amount of \$5,000.00 are available in the **Automotive Operating Account**

Acct	PO #	Total Contract	State Contract	Temp Enc.
01-201-26-315-310	112551	\$60,000.00	A81338	\$5,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to East Coast Emergency Lighting for Police and Homeland Security Equipment and Supplies;
2. The contract term is for twelve (12) months effective as of January 1, 2014 and the maximum amount of the contract shall not exceed **\$60,000.00**;
3. This contract is awarded pursuant to N.J.S.A. 40A:11-12;
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget;
5. Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met; then, payment to the contractor shall be made in accordance with the provisions of the Local Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continued on page 2)

City Clerk File No. Res. 14.115Agenda No. 10.JTITLE: **FEB 26 2014**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAST COAST
EMERGENCY LIGHTING TO PROVIDE POLICE AND HOMELAND SECURITY
EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF
PUBLIC WORKS/AUTOMOTIVE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct	PO #	Total Contract	State Contract	Temp Enc.
01-201-26-315-310	112551	\$60,000.00	A81338	\$5,000.00

Approved by 2/10/14
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv
2/6/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAST COAST EMERGENCY LIGHTING TO PROVIDE POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE DIVISION.

Project Manager

Department/Division	DPW	Automotive Division
Name/Title	Hector Ortiz	Automotive Director
Phone/email	201-547-4423 or 201-705-8279	Ortizh@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for security equipment and supplies are needed to keep the City of Jersey City vehicle fleet operational. East Coast Emergency Lighting is in possession of state contract number A81338.

Cost (Identify all sources and amounts)

Automotive Operating Account
01-201-26-315-310
\$60,000.00

Contract term (include all proposed renewals)

State Contract and it is valid until 12/31/14.
only.

Type of award State Contract Award

If "Other Exception", enter type

Additional Information

State Contract # A 81338. This resolution was drafted by the Purchasing Division.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-11-14
Date

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAST COAST EMERGENCY LIGHTING TO PROVIDE POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE DIVISION.

2. Name and title of person initiating ordinance/resolution, etc.:

Michael Razzoli, Director of the Department of Public Works for the Division of Automotive Services.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

There exists a need for security equipment and supplies to keep the City of Jersey City vehicle fleet operational.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAST COAST EMERGENCY LIGHTING TO PROVIDE POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE DIVISION.

5. Anticipated benefits to the community:

6. There exists a need for security equipment and supplies to keep the City of Jersey City vehicle fleet operational.

7. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this state contract is sixty thousand dollars and zero cents (\$60,000.00).

8. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

9. Anticipated completion date:

December 31, 2014.

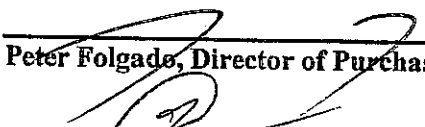
10. Person responsible for coordinating proposed program, project, etc.:

Hector Ortiz, Director, Division of Automotive Services, Department of Public Works.

11. Additional comments:

Resolution proposed at the recommendation of the Director of Automotive Services.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Peter Folgado, Director of Purchasing, RPPO, QPA Date: 2/11/14


Signature of Department Director Date: 2-11-14



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112551

REQUISITION # **0165101**

BUYER **STATECONT**

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE	VENDOR NO.
02/06/2014	EA169570

VENDOR INFORMATION

EAST COAST EMERGENCY LIGHTING
200 MECO DRIVE

MILLSTONE TOWNSHIP NJ 08535

DELIVER TO
AUTOMOTIVE
575 ROUTE 440

JERSEY CITY NJ 07305

BILL TO
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SC	STATE CONTRACT FOR: VARIOUS SIRENS & LIGHTS ARE NEEDED FOR EMERGENCY RESPONSE VEHICLES TOTAL CONTRACT: \$60,000.00 TEMPORARY ENCUMBRANCE: \$5,000.00 PO IS ONLY VALID THROUGH 12/31/14 T-0106: POLICE & HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE SC A81338 SC RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS	01-201-26-315-310	5,000.0000	5,000.00

TAX EXEMPTION NO. **22-6002013**

PO Total **5,000.00**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS


CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO EAST COAST EMERGENCY LIGHTING TO PROVIDE POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE DIVISION.**
3. The total funds requested for this contract is \$60,000.00 with a temporary encumbrance of \$5,000.00.
4. The funds are available in Automotive Services Operating Account No. 01-201-26-315-310.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

2-11-14



Michael E. Razzoli
Director of Department of Public Works

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0165101
DEPT/DIV: AUTOMOTIVE

PO # 112551
SUBJ: SIRENS & LIGHTS

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ord	P2P	Prof Svcs	SC	Lib	Reso
Quote/Proposal/Agreement								NA		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet AND/OR Determination of Value										
Other:										

*Need
Fact
Sheet*

Notes:

BIDS

	Goods & Svcs	Construction	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

CITY OF JERSEY CITY

Requisition #

0165101

Assigned PO #

Requisition

SC
214

Vendor
EAST COAST EMERGENCY LIGHTING
200 MECO DRIVE
MILLSTONE TOWNSHIP NJ 08535

Dept. Bill To
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To

EA169570

Contact Info

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	STATE CONTRACT FOR	01 201 26 315 310	5,000.00	5,000.00

VARIOUS SIRENS AND LIGHTS ARE NEEDED FOR EMERGENCY
RESPONSE VEHICLES

SC # 81338

TOTAL CONTRACT AMOUNT = \$60,000.00
TEMPORARY ENCUMBRANCY = \$5,000.00

PO IS ONLY VALID THROUGH 12/31/14

PPVS

Requisition Total 5,000.00

Req. Date: 01/31/2014

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

Requisition #

0165101

CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Vendor
EAST COAST EMERGENCY LIGHTING
200 MECO DRIVE
MILLSTONE TOWNSHIP NJ 08535

Dept. Bill To
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
AUTOMOTIVE
575 ROUTE 440
JERSEY CITY NJ 07305

EA169570

Contact Info
Hector Ortiz, Dir
2015474423

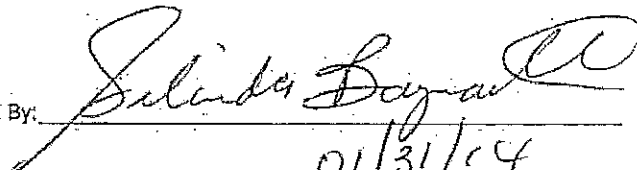
Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	STATE CONTRACT FOR VARIOUS SIRENS AND LIGHTS ARE NEEDED FOR EMERGENCY RESPONSE VEHICLES SC # 81338 TOTAL CONTRACT AMOUNT = \$60,000.00 TEMPORARY ENCUMBRANCY = \$5,000.00 PO IS ONLY VALID THROUGH 12/31/14 PPV'S	01-201-26-315-310	5,000.00	5,000.00

Requisition Total 5,000.00

Req. Date: 01/31/2014

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: 
01/31/14

This Is Not A Purchase Order



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EAST COAST EMERGENCY LIGHTING, INC.

Trade Name:

Address: 200 MECO DRIVE
MILLSTONE TWP, NJ 08535

Certificate Number: 0099487

Effective Date: March 03, 1999

Date of Issuance: February 06, 2014

For Office Use Only:

20140206132251870

Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
EAGLE POINT GUN SHOP T J MORRIS & SON 1707 THIRD STREET THOROFARE, NJ 08086	
Contact Person:	THOMAS J MORRIS
Contact Phone:	856-848-6945
Order Fax:	856-384-2938
Contract#:	81296
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	360 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
EAST COAST EMERGENCY LIGHTING 200 MECO DRIVE MILLSTONE TWP, NJ 08535	
Contact Person:	DAUN BAZZUM
Contact Phone:	732-940-2211
Order Fax:	732-940-3245
Contract#:	81338
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
ELSAG NORTH AMERICA 7 SUTTON PLACE BREWSTER, NY 10509	
Contact Person:	MARK W INDOVER
Contact Phone:	845-278-5425
Order Fax:	845-278-5428
Contract#:	81318
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	2 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
EMERGENCY ACCESSORIES & INSTALLATION INC	

State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)****T-0106
POLICE AND HOMELAND SECURITY EQUIPMENT
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JACKIE KEMERY

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**Download All Documents

- [State Contract Manager](#) Adobe PDF (7 kb)
- [Price List](#) Link
- [Subcontractor List](#) Excel Document (90 kb)
- [Amendment #1 - Product Addition](#) Adobe PDF (76 k
- [Amendment #2 - Product Addition](#) Adobe PDF (30 k
- [Amendment #3 - Additional Distributors](#) Adobe PDF (28 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (14 k
- [Amendment #5 - Product Addition](#) Adobe PDF (6 m
- [Amendment #6 - Product Addition](#) Adobe PDF (24 k
- [Amendment #7 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #8 - Product Addition](#) Adobe PDF (48 k
- [Amendment #9 - Additional Distributors](#) Adobe PDF (15 kb)
- [Amendment #10 - Product Cancellation](#) Adobe PDF

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-0106
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/12 TO: 04/30/15
Applicable To:	ALL STATE AGENCIES

Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
EAGLE POINT GUN SHOP T J MORRIS & SON 1707 THIRD STREET THOROFARE, NJ 08086	
Contact Person:	THOMAS J MORRIS
Contact Phone:	856-848-6945
Order Fax:	856-384-2938
Contract#:	81296
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	360 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
EAST COAST EMERGENCY LIGHTING 200 MECO DRIVE MILLSTONE TWP, NJ 08535	
Contact Person:	DAUN BAZZUM
Contact Phone:	732-940-2211
Order Fax:	732-940-3245
Contract#:	81338
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
ELSAG NORTH AMERICA 7 SUTTON PLACE BREWSTER, NY 10509	
Contact Person:	MARK W INDOVER
Contact Phone:	845-278-5425
Order Fax:	845-278-5428
Contract#:	81318
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	2 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	
EMERGENCY ACCESSORIES & INSTALLATION INC	

00007	COMM CODE: 680-04-021206 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AMMUNITION - NEW BRAND: REMINGTON P/L DATED 1/1/12 - FET EXEMPT	1.000	EACH	3.00% MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 680-52-021223 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS BRAND: REMINGTON P/L DATED: 1/1/12 - NET FED OUT	1.000	EACH	3.00% MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00049	COMM CODE: 680-52-039797 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: FIREARMS - ACCESSORIES BRAND: REMINGTON P/L DATED: 1/1/12 - MSRP	1.000	EACH	45.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 680-52-039796 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: FIREARMS - ACCESSORIES BRAND: SPEEDWELL TARGETS (COMPLETE LINE OF PAPER AND CARDBOARD) P/L DATED: 1/1/12 - RETAIL PRICE	1.000	EACH	48.00%	N/A
Vendor: EAST COAST EMERGENCY LIGHTING					
Contract Number: 81338					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00107	COMM CODE: 680-97-021437 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM HOURLY LABOR RATE FOR INSTALLATION OF EQUIPMENT	1.000	EACH	N/A	\$75.00000
Vendor: ELSAG NORTH AMERICA					
Contract Number: 81318					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00248	COMM CODE: 257-40-082677 [DEFENSE SYSTEM AND	1.000	EACH	35.00%	N/A

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that EAST COAST EMERGENCY LIGHTING, INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/12/2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract EAST COAST EMERGENCY LIGHTING, INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: EAST COAST EMERGENCY LIGHTING, INC.

Signed: Dawn Barzum Title: President

Print Name: Dawn Barzum Date: 11/16/2014

Subscribed and sworn before me
this 16 day of January, 2014
My Commission expires:

Debra Salzano (Affiant)
(Print name & title of affiant) (Corporate Seal)
DEBRA SALZANO

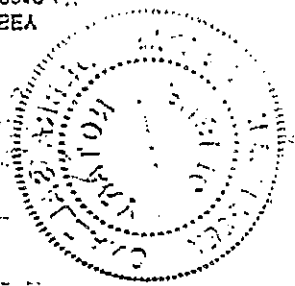
DEBRA SALZANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 18, 2017

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

... ..

My Commission Expires Oct 18, 2015
 NOTARY PUBLIC OF THE STATE OF TEXAS
 DEBRA SAGSANO

DEBRA SAGSANO
 (Signature)



... ..

... ..

... ..

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
 ☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
DAWN BAZZANO 100%	200 Mead Dr. Millstone Twp NJ 08535

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: 2125 East Graymeyer Highway

Signed: Dawn Bazzano Title: Pres

Print Name: Dawn Bazzano Date: 1/16/2014

Subscribed and sworn before me this 16 day of

January, 2014

My Commission expires:

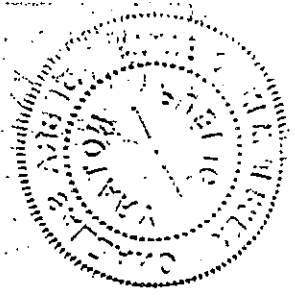
Debra Salzano
 (Affiant)
DEBRA SALZANO
 (Print name & title of affiant) (Corporate Seal)

DEBRA SALZANO

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Oct. 18, 2017

NY COUNTY EXCHANGE OFFICE
NOTARY PUBLIC OF NEW JERSEY
DEBRA SAGIANO



I, DEBRA SAGIANO, Notary Public, State of New Jersey, do hereby certify that
DEBRA SAGIANO is the duly qualified and acting Notary Public for the County of ESSEX, New Jersey.
 My Commission Expires on 12/31/2024.
 In testimony whereof, I have hereunto set my hand and the seal of my office at NEWARK, NEW JERSEY, this 15 day of SEPTEMBER, 2024.

I, DEBRA SAGIANO, Notary Public, State of New Jersey, do hereby certify that
DEBRA SAGIANO is the duly qualified and acting Notary Public for the County of ESSEX, New Jersey.
 My Commission Expires on 12/31/2024.
 In testimony whereof, I have hereunto set my hand and the seal of my office at NEWARK, NEW JERSEY, this 15 day of SEPTEMBER, 2024.

DEBRA SAGIANO
 Notary Public, State of New Jersey
 My Commission Expires 12/31/2024
 NEWARK, NEW JERSEY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	East Coast Emergency Lighting, Inc		
Address:	Box 10000		
City:	Willstone Twp	State:	M
		Zip:	0535

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature 

Dain Bazzano
Printed Name

President.

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s).

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeanne F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

608-490-9800

EMC 2014

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:6-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:6-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Dawn Bazzucchi / President

Representative's Signature: [Signature]

Name of Company: East Coast Emergency Lighting, Inc.

Tel. No.: 732-940-2211 Date: 2/11/14

OFFICE OF EQUAL OPPORTUNITY COPY

Women Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Women Business Enterprise

American Indian or Alaska Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

African American: a person having origins in any of the black racial groups of Africa.

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaska Native, defined as follows:

Definitions
Minority Business Enterprise

Minority Owned Business (MBO) ☒
 Woman Owned business (WBO) ☐
 Neither ☐
 Minority & Woman Owned Business (MWBO) ☐

Please check applicable category:

Business Name: East Coast Insurance Agency
Address: 800 West 11th Street, Suite 200
Telephone No.: 732 940 2211
Contact Name: John Bazzano

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EAST COAST EMERGENCY LIGHTING, INC.

Trade Name:

Address: 200 MECO DRIVE
MILLSTONE TWP, NJ 08535

Certificate Number: 0099487

Effective Date: March 03, 1999

Date of Issuance: February 11, 2014

For Office Use Only:

20140211150555180

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.116
Agenda No. 10.K
Approved: FEB 26 2014
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO JEN ELECTRIC INC. FOR JERSEY CITY SIGNALIZATION PROJECT NO.11-016 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for providing **Jersey City Signalization Project, Project No. 11-016** for the Department of Public Works/Div. Of Engineering, Traffic and Transportation pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Five (5)** Bids the sole responsible bid being that from **Jen Electric Inc., 631 Morris Avenue, Springfield, New Jersey, 07081** in the total bid amount of **Seven Hundred Sixty Two Thousand, Seven Hundred Sixty Five (\$762,765.00) Dollars**; and

WHEREAS, the City Director of Purchasing has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the funds for this purchase are available in **Federal Grant #02-213-40-335-314** and **General Capital Account # 04-215-55-914-990**; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Department of Public Works/Div of Engineering, Traffic and Transportation

Acct #	P.O #	Amount
02-213-40-335-314		\$684,490.00
04-215-55-914-990 (Police Hours)		<u>\$ 78,275.00</u>
TOTAL AMOUNT:		\$762,765.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Jen Electric, Inc.** be accepted and that a contract be awarded to said Company in the above amount and the City Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. Res. 14.116Agenda No. 10.KTITLE: **FEB 26 2014**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO JEN ELECTRIC, INC.
FOR JERSEY CITY SIGNALIZATION PROJECT NO.11-016 FOR THE DEPARTMENT
OF PUBLIC WORKS /DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

Department of Public Works/Div of Engineering, Traffic and Transportation

Acct #	P.O # <u>112667</u>	Amount
02-213-40-335-314		\$684,490.00
04-215-55-914-990 (Police Hours)		<u>\$ 78,275.00</u>

TOTAL AMOUNT: \$762,765.00

Approved by Peter Folgado, RPPS
for Peter Folgado, Director, Purchasing

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JENELECTRIC INC. FOR THE SUPPLY AND REPLACEMENT OF LED TRAFFIC SIGNAL MODULES CITYWIDE AND THE SUPPLY AND INSTALLATION OF VIDEO DETECTION CAMERAS AT SELECT INTERSECTIONS

Project Manager

Department/Division	DPW	Div. of Arch., Engr., Traf. & Transp.
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201-547-4470	joao@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This is a federally funded project and involves the supply and replacement of LED Traffic Signal Modules citywide and the supply and installation of video detection cameras at select intersections, complete with cable, consoles and other peripherals to make the system operational. Cost of the removal of existing loop lead shall be included in the price. Video detection cameras could be a 1, 2, 3, or 4 camera system.

Cost (Identify all sources and amounts)

Construction (\$684,490.00): 02-213-40-335-314
Non Participating (\$78,275.00): 04-215-55-915-990

Contract term (include all proposed renewals)

180 days after Notice to Proceed

Type of award

Public Bid

If "Other Exception", enter type

Additional Information

The awarding resolution will be drafted by the Division of Purchasing. Jen Electric Inc. is currently the Signal Maintenance Contractor for the City. We recommend Jen Electric, Inc as the lowest bidder in Alternate C (see attached)

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

2-19-14



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: February 19, 2014

To: Peter Folgado, Purchasing Director

From: Michael Razzoli, DPW Director

Subject: Recommendation Letter (Signalization Project No. 11-016)

Please be advised, after a careful and thorough review of bids received for (Signalization Project) on January 28, 2014, I recommend that the contract be awarded to:


JEN ELECTRIC INC
631 MORRIS AVENUE
SPRINGFIELD, NJ 07081

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the February 26th Council meeting.

Total Contract Amount = \$762,765.00

REQ #	ACCOUNT NUMBER	TEMP. AMOUNT
0165135	02-213-40-335-314 (Grants Account)	\$684,490.00
0165136	04-215-55-915-990 (Traffic Capital Account)	\$78,275.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.


Michael Razzoli

c: Raquel Tosado, Contracts Manager
James Madden, DPW Deputy Director
Brian Weller, Director
Joao D'Souza, Traffic Director

Bhavini Doshi, Confidential Aide, DPW Director's Office
Zakia Gregory, DPW Fiscal Office
Paola Campbell, Purchasing Division
Yesenia Rivera, DPW Director's Office

MR/sb

	UNIT	QTY	CITY OF JERSEY CITY	TIFFANY	JENELECTRIC	HBC	ONCHARD HOLDINGS	FAIGON		
ALTERNATE C										
Supply & Install 1 System Video Detection Camera (fixed)	UNIT	10	\$5,000.00	50,000.00	4,460.00	44,560.00	4,600.00	46,000.00	5,765.00	57,650.00
TOTAL BASE BID + ALT A + ALT B + ALT C				1,028,418.00		774,219.00		699,944.00		652,668.50
LESS NON PARTICIPATING AMOUNT (\$ 78,275.00)				950,143.00						774,413.50

ALTERNATE D																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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ALTERNATE														
Supply & Install 1 System Video Detection Camera (fixed)	UNIT	63	\$5,000.00		4,460.00	280,980.00								
Supply & Install 2 System Video Detection Camera (fixed)	UNIT	58	\$10,000.00	315,000.00	7,385.00	457,330.00	8,000.00							
Supply & Install 4 System Video Detection Camera (w/zoom)	UNIT	6	\$15,000.00	150,000.00	18,200.00	109,200.00	17,000.00							
528 TOTAL FOR ALTE			1,045,000.00			847,510.00								
						1,700,579.00								
			2,173,418.00			1,746,065.00								
			\$2,095,143.00			\$1,622,304.00								
						\$1,667,790.00								
						\$1,721,516.00								
								</						

AMOUNT ALLOTTED FOR CONSTRUCTION	\$792,000.00
NON PARTICIPATING ITEMS (B,A,S,G)	\$78,275.00



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : February 18, 2014
TO : Michael Razzolli, Director of DPW
FROM : Joao D'Souza, Director of Traffic & Transportation
SUBJECT : **Recommendation**
Jersey City Signalization Project No. 11-016
Federal Project No. HPP-COOS (391)

This division has reviewed the five (5) bids received on January 28, 2014 for the above mentioned project and find the low bid submitted by Jen Electric, 631 Morris Avenue, Springfield, NJ 07081, in the amount of \$684,490.00 (Alternate C) to be acceptable to this Division. Attached, please find a copy of the Summary of Bids table.


This is a federally funded project. It involves the supply and replacement of LED traffic Signal Modules citywide and the supply and installation of video detection cameras at selected intersections, complete with cable, consoles and other peripherals to make the system operational.

This project will be funded as follows:

Account No. 02-213-40-335-314	(Federal Grant)	Amount: \$ 684,490.00
Account No. 04-215-55-915-990	(Police Hours)	Amount: \$ 78,275.00

If you have any questions, please contact me at X4530.


Joao D'Souza,
Director of Traffic & Transportation

C: Brian Weller, Director of AETT 
James M. Deputy Director
Dawn Odom, Supv. Administrative Analyst

PROJECT: JERSEY CITY SIGNALIZATION PROJECT NO. 11-016
 MUNICIPALITY: FEDERAL PROJECT NO. HPP-CODS (391)
 CITY OF JERSEY CITY

DATE: February 3, 2014

COUNTY: HUDSON COUNTY, NEW JERSEY

ITEM NUMBER	DESCRIPTION	UNIT	QTY	CITY OF JERSEY CITY	TIFFANY	INELECTRIC	HBC	ORCHARD HOLIDINGS	FAIGON
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Traffic Camera	UNIT	25	\$10.00	\$250.00	\$35.00	\$875.00	\$1.00	\$25.00
2	Construction Sign	SF	25	\$15.00	\$375.00	\$40.00	\$1,000.00	\$1.00	\$25.00
3	Traffic Director, JC Police	Hours	1450	\$40.00	\$58,000.00	\$40.00	\$58,000.00	\$40.00	\$58,000.00
4	Traffic Director, JC Police (Overhead)	Hours	300	\$57.50	\$17,250.00	\$57.50	\$17,250.00	\$57.50	\$17,250.00
5	Traffic Director, JC Police (Overhead Base + Night Differential)	Hours	30	\$67.50	\$2,025.00	\$67.50	\$2,025.00	\$67.50	\$2,025.00
6	JC Police Vehicle & Fuel	Hours	100	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
7	Supply & Replace 12" Red LED Module	UNIT	1094	\$108.00	\$118,152.00	\$89.00	\$97,466.00	\$89.00	\$97,466.00
8	Supply & Replace 12" Green LED Module	UNIT	1090	\$113.00	\$123,170.00	\$73.00	\$79,561.00	\$73.00	\$79,561.00
9	Supply & Replace 8" Red LED Module	UNIT	835	\$102.00	\$85,170.00	\$59.00	\$49,255.00	\$59.00	\$49,255.00
10	Supply & Replace 8" Green LED Module	UNIT	830	\$107.00	\$88,810.00	\$71.00	\$58,910.00	\$71.00	\$58,910.00
11	Supply & Replace 12" Red Arrow LED Module	UNIT	58	\$193.00	\$11,194.00	\$121.00	\$7,018.00	\$121.00	\$7,018.00
12	Supply & Replace 12" Green Arrow LED Module	UNIT	49	\$108.00	\$5,292.00	\$72.00	\$3,528.00	\$72.00	\$3,528.00
13	Supply & Replace 12" System Video Detection Camera (Fixed)	UNIT	117	\$14.00	\$1,638.00	\$75.00	\$8,775.00	\$75.00	\$8,775.00
14	Supply & Install 1 System Video Detection Camera (Fixed)	UNIT	20	\$5,000.00	\$1,000,000.00	\$4,460.00	\$892,000.00	\$4,460.00	\$892,000.00
15	Supply & Install 4 System Video Detection Camera (w/room)	UNIT	10	\$25,000.00	\$250,000.00	\$18,200.00	\$182,000.00	\$17,900.00	\$179,000.00
TOTAL BASE BID					\$658,418.00		\$639,379.00		\$622,765.00
LESS NON PARTICIPATING AMOUNT (\$ 78,275.00)					\$790,143.00		\$561,104.00		\$544,490.00
TOTAL BASE BID - ALTERNATE A									
Supply & Install 1 System Video Detection Camera (Fixed)				UNIT	10	\$5,000.00	\$50,000.00	4,460.00	\$44,600.00
TOTAL BASE BID - ALTERNATE A									
LESS NON PARTICIPATING AMOUNT (\$ 78,275.00)									
TOTAL BASE BID - ALTERNATE A									
Supply & Install 3 System Video Detection Camera (Fixed)				UNIT	4	\$15,000.00	\$60,000.00	11,410.00	\$45,640.00
TOTAL BASE BID - ALT A + ALT B									
LESS NON PARTICIPATING AMOUNT (\$ 78,275.00)									
TOTAL BASE BID - ALT A + ALT B									
Supply & Install 3 System Video Detection Camera (Fixed)				UNIT	4	\$15,000.00	\$60,000.00	11,410.00	\$45,640.00
TOTAL BASE BID - ALT A + ALT B									
LESS NON PARTICIPATING AMOUNT (\$ 78,275.00)									
TOTAL BASE BID - ALT A + ALT B									

In Electric

SCHEDULE OF PRICES

BASE BID

- ITEM NO. 1 TRAFFIC CONES
- 25 Units @ \$ 40.00 per Unit \$ 1,000.00
- Forty dollars and no cents
(Write Unit Price)
- ITEM NO. 2 CONSTRUCTION SIGNS
- 25 SF @ \$ 50.00 per Square Foot \$ 1,250.00
- Fifty dollars and no cents
(Write Square Foot Price)
- ITEM NO. 3 TRAFFIC DIRECTOR, JERSEY CITY POLICE
- 1450 Hours @ \$ 40.00 per Hour \$ 58,000.00
- Forty Dollars and No Cents
(Write Unit Price)
- ITEM NO. 4 TRAFFIC DIRECTOR, JERSEY CITY POLICE
(OVERTIME RATE)
- 300 Hours @ \$ 57.50 per Hour \$ 17,250.00
- Fifty Seven Dollars and Fifty Cents
(Write Unit Price)
- ITEM NO. 5 TRAFFIC DIRECTOR, JERSEY CITY POLICE
(OVERTIME RATE + NIGHT DIFFERENTIAL)
- 30 Hours @ \$ 67.50 per Hour \$ 2,025.00
- Sixty Seven Dollars and Fifty Cents
(Write Unit Price)

Proposal

Page P-7

SCHEDULE OF PRICES

ITEM NO. 6 POLICE VEHICLE AND FUEL
100 Hours @ \$ 10.00 per Hour \$ 1,000.00
Ten Dollars and No Cents
(Write Unit Price)

ITEM NO. 7 SUPPLY & REPLACE 12" RED LED MODULE
1094 UNITS @ \$ 68.00 per UNIT \$ 74,392.00
Sixty Eight Dollars and no cents
(Write Unit Price)

ITEM NO. 8 SUPPLY & REPLACE 12" GREEN LED MODULE
1060 UNITS @ \$ 70.00 per UNIT \$ 74,200.00
Seventy dollars and no cents
(Write Unit Price)

ITEM NO. 9 SUPPLY & REPLACE 8" RED LED MODULE
836 UNITS @ \$ 68.00 per UNIT \$ 56,848.00
Sixty Eight dollars and no cents
(Write Unit Price)

ITEM NO. 10 SUPPLY & REPLACE 8" GREEN LED MODULE
830 UNITS @ \$ 70.00 per UNIT \$ 58,100.00
Seventy dollars and no cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 11	SUPPLY & REPLACE 12" BIMODAL LED MODULE
	58 UNITS @ \$ <u>70.00</u> per UNIT \$ <u>4,060.00</u>
	<u>Seventy dollars and no cents</u> (Write Unit Price)
ITEM NO. 12	SUPPLY & REPLACE 12" RED ARROW LED MODULE
	49 UNITS @ \$ <u>50.00</u> per UNIT \$ <u>2,450.00</u>
	<u>Fifty dollars and no cents</u> (Write Unit Price)
ITEM NO. 13	SUPPLY & REPLACE 12" GREEN ARROW LED MODULE
	117 UNITS @ \$ <u>70.00</u> per UNIT \$ <u>8,190.00</u>
	<u>Seventy dollars and no cents</u> (Write Unit Price)
ITEM NO. 14	SUPPLY & INSTALL 1 SYSTEM VIDEO DETECTION SYSTEM (FIXED)
	20 UNITS @ \$ <u>4,700.00</u> per UNIT \$ <u>94,000.00</u>
	<u>Four Thousand Seven Hundred dollars</u> (Write Unit Price) and no cents
ITEM NO. 15	SUPPLY & INSTALL 4 SYSTEM VIDEO DETECTION SYSTEM (W/ZOOM)
	10 UNITS @ \$ <u>17,000.00</u> per UNIT \$ <u>170,000.00</u>
	<u>Seventeen Thousand dollars and no cents</u> (Write Unit Price)

SCHEDULE OF PRICES

TOTAL BASE BID PRICE (Items 1 through 15): \$ 622,765.00

WRITE TOTAL BASE BID PRICE (Items 1 through 15):

Six Hundred Twenty Two Thousand Seven
Hundred Sixty Five dollars and no cents

NOTE: This is a Unit Price Bid. The Unit Prices provided for each item are dispositive of the Bidders intent. The total Amount Bid is the correct sum of the Unit Prices bid multiplied by the Proposal quantities. Errors by the Bidder in determining the Amount Bid for an item or the correct Total Amount Bid or in expressing the correct Total Amount Bid in words will be corrected by the Engineer or OWNER.

✓ ALTERNATE BID A

ITEM NO. 1A SUPPLY & INSTALL 1 SYSTEM VIDEO DETECTION
SYSTEM (FIXED)

10 UNITS @ \$ 4,600.00 per UNIT \$ 46,000.00

Four Thousand Six hundred dollars
(Write Unit Price) and no cents

NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate (s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wished to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

**TOTAL ALTERNATE BID A PRICE: SUPPLY & INSTALL 1 SYSTEM VIDEO
DETECTION SYSTEM (FIXED)**

\$ 46,000.00

(In figures)

Forty six Thousand Dollars and no cents

(Price in Words, Dollars and Cents)

~~XX~~ ALTERNATE BID B

ITEM NO. 1B **SUPPLY & INSTALL 3 SYSTEM VIDEO DETECTION
SYSTEM (FIXED)**

4 UNITS @ \$ 12,000.00 per UNIT

\$ 48,000.00

Twelve Thousand dollars and
(Write Unit Price) no cents

NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate (s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wished to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

**TOTAL ALTERNATE BID B PRICE: SUPPLY & INSTALL 3 SYSTEM VIDEO
DETECTION SYSTEM (FIXED)**

\$ 48,000.00

(In figures)

Forty Eight Thousand dollars and no cents

(Price in Words, Dollars and Cents)

TOTAL PRICE FOR BASE BID PLUS ALTERNATE BID A PLUS ALTERNATE BID B

\$ 716,765.00

(In figures)

Seven hundred Sixteen Thousand Seven Hundred Sixty five dollars
(Price in Words, Dollars and Cents) and no cents

~~ALTERNATE BID C~~

ITEM NO. 1C SUPPLY & INSTALL 1 SYSTEM VIDEO DETECTION
SYSTEM (FIXED)

10 UNITS @ \$4,600.00 per UNIT

\$ 46,000.00

Four Thousand Six hundred dollars
(Write Unit Price) and no cents

NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate (s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wished to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

TOTAL ALTERNATE BID C PRICE: SUPPLY & INSTALL 1 SYSTEM VIDEO DETECTION SYSTEM (FIXED)

\$ 46,000.00

(In figures)

Forty Six Thousand dollars and no cents
(Price in Words, Dollars and Cents)

**TOTAL PRICE FOR BASE BID PLUS ALTERNATE BID A PLUS ALTERNATE
BID B PLUS ALTERNATE C**

\$ 762,765.00

(In figures)

Seven Hundred Sixty Two Thousand Seven Hundred Sixty five dollars
(Price in Words, Dollars and Cents) and no cents

ALTERNATE BID D

ITEM NO. 1D **SUPPLY & INSTALL 2 SYSTEM VIDEO DETECTION
SYSTEM (FIXED)**

10 UNITS @ \$ 9,600.00 per UNIT

\$ 96,000.00

Nine Thousand Six hundred dollars
(Write Unit Price) and no cents

NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate (s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wished to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

**TOTAL ALTERNATE BID D PRICE: SUPPLY & INSTALL 2 SYSTEM VIDEO
DETECTION SYSTEM (FIXED)**

\$ 96,000.00

(In figures)

Ninety Six Thousand Dollars and no cents
(Price in Words, Dollars and Cents)

**TOTAL PRICE FOR BASE BID PLUS ALTERNATE BID A PLUS ALTERNATE
BID B PLUS ALTERNATE C PLUS ALTERNATE D**

\$ 858,765.00

(In figures)

Eight hundred fifty eight thousand seven hundred fifty five
(Price in Words, Dollars and Cents) dollars and no cents

ALTERNATE BID E

ITEM NO. 1E

**SUPPLY & INSTALL 1 SYSTEM VIDEO DETECTION
SYSTEM (FIXED)**

63 UNITS @ \$ 5,100.00 per UNIT

\$321,300.00

Five thousand one hundred dollars
(Write Unit Price) and no cents

**SUPPLY & INSTALL 2 SYSTEM VIDEO DETECTION
SYSTEM (FIXED)**

58 UNITS @ \$ 8,000.00 per UNIT

\$464,000.00

Eight thousand dollars and
(Write Unit Price) no cents

**SUPPLY & INSTALL 4 SYSTEM VIDEO DETECTION
SYSTEM (W/ZOOM)**

6 UNITS @ \$ 17,000.00 per UNIT

\$102,000.00

Seventeen thousand dollars
(Write Unit Price) and no cents

NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate (s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wished to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

**TOTAL ALTERNATE BID E PRICE: SUPPLY & INSTALL 1 SYSTEM VIDEO
DETECTION SYSTEM (FIXED); SUPPLY & INSTALL 2 SYSTEM VIDEO
DETECTION SYSTEM (FIXED); SUPPLY & INSTALL 4 SYSTEM VIDEO
DETECTION SYSTEM (W/ZOOM)**

\$ 887,300.00

(In figures)

Eight Hundred Eighty Seven Thousand Three Hundred Dollars
(Price in Words, Dollars and Cents) And no Cents

**TOTAL PRICE FOR BASE BID PLUS ALTERNATE BID A PLUS ALTERNATE
BID B PLUS ALTERNATE C PLUS ALTERNATE D PLUS ALTERNATE E**

\$ 1,746,065.00

(In figures)

One Million Seven Hundred forty six Thousand sixty five Dollars
(Price in Words, Dollars and Cents) And no Cents

PROJECT: Jersey City Signalization
MUNICIPALITY: City of Jersey City
COUNTY: Hudson
BIDDER: Jen Electric, Inc.

THE BIDDER HEREBY CERTIFIES TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF NEW JERSEY,

I. AFFIRMATIVE ACTION

THAT AN AFFIRMATIVE ACTION PROGRAM OF EQUAL OPPORTUNITY, IN SUPPORT OF PL 1945, C 169, THE NEW JERSEY "LAW AGAINST DISCRIMINATION" AS SUPPLEMENTED AND AMENDED, AS WELL AS IN ACCORDANCE WITH EXECUTIVE ORDER NO. 11246 PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, SEPTEMBER 24, 1965 AND EXECUTIVE ORDER NO. 11625, PROMULGATED BY THE PRESIDENT OF THE UNITED STATES, OCTOBER 13, 1971, HAS BEEN ADOPTED BY THIS ORGANIZATION TO ENSURE THAT APPLICANTS ARE EMPLOYED, EMPLOYEES ARE TREATED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE, AND THAT THE SELECTION AND UTILIZATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS SHALL BE DONE WITHOUT REGARD TO THEIR RACE, CREED, COLOR, NATIONAL ORIGIN, SEX OR AGE. SAID AFFIRMATIVE ACTION PROGRAM ADDRESSEES BOTH THE INTERNAL RECRUITMENT, EMPLOYMENT AND UTILIZATION OF MINORITIES AND THE EXTERNAL RECRUITMENT POLICY REGARDING MINORITY CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, MATERIALS SUPPLIERS AND EQUIPMENT LESSORS.

II. THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

THAT IF THE BIDDER HAS PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE, AS REQUIRED BY EXECUTIVE ORDER 10925, 11114, OR 11246, ALL REPORTS DUE UNDER THE APPLICABLE FILING REQUIREMENTS HAVE BEEN FILED WITH THE JOINT REPORTING COMMITTEE, THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE, A FEDERAL GOVERNMENT CONTRACTING OR ADMINISTRATING AGENCY, OR THE FORMER PRESIDENT'S COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY.

NOTE: THIS SECTION (II) IS REQUIRED BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7 (B) (1)) FOR FEDERALLY FUNDED PROJECTS, AND MUST BE CERTIFIED TO BY BIDDERS ONLY IN CONNECTION WITH CONTRACTS AND SUBCONTRACTS WHICH ARE SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE. CONTRACTS AND SUBCONTRACTS WHICH ARE EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE ARE SET FORTH IN 41 CFR 60-1.5. (GENERALLY ONLY CONTRACTS AND SUBCONTRACTS OF \$10,000 OR UNDER ARE EXEMPT).

CURRENTLY, STANDARD FORM 100 (EEO-1) IS FOR FHWA AND FRA FUNDED PROJECTS AND STANDARD FORMS 100 (EEO-1) AND 257 ARE FOR UMTA FUNDED PROJECTS AS REQUIRED BY EXECUTIVE ORDERS OR THEIR IMPLEMENTING REGULATIONS.

CONTRACTORS WHO HAVE PARTICIPATED IN A PREVIOUS CONTRACT OR SUBCONTRACT SUBJECT TO THE EXECUTIVE ORDERS AND HAVE NOT FILED THE REQUIRED REPORTS SHOULD NOTE THAT 41 CFR 60-1.7(B) (1) PREVENTS THE AWARD OF CONTRACTS UNLESS SUCH CONTRACTOR SUBMITS A REPORT COVERING THE DELINQUENT PERIOD OR SUCH OTHER PERIOD SPECIFIED BY THE PARTICIPATING FEDERAL AGENCY OR BY THE DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE, U.S. DEPARTMENT OF LABOR.

PROJECT: Jersey City Signalization

COUNTY: Union

BIDDER: Ten Electric, Inc.

VI. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)
(REQUIRED FOR FHWA LOCAL LEAD PROJECTS)

THAT HE SHALL MEET THE REQUIREMENTS OF THE DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION ATTACHMENT IN ORDER TO ENSURE THAT DISADVANTAGED BUSINESS ENTERPRISES, AS DEFINED IN THAT ATTACHMENT, HAVE THE MAXIMUM OPPORTUNITY TO COMPETE FOR AND PERFORM SUBCONTRACTS.

VII. DEBARMENT
(REQUIRED FOR FHWA PROJECTS)

THAT HE AND HIS PRINCIPALS:

ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OF RECEIVING STOLEN PROPERTY;

ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENTAL ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN THE ABOVE PARAGRAPH OF THIS CERTIFICATION; AND

HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE DEFAULT.

SHALL INSERT FORM FHWA 1273 IN EACH SUBCONTRACT AND SHALL REQUIRE ITS INCLUSION IN ANY LOWER TIER SUBCONTRACT, PURCHASE ORDER, OR TRANSACTION THAT MAY TURN BE MADE.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE BIDDER SHALL EXPLAIN BELOW.

PROJECT: Jensen City Signaling

MUNICIPALITY: City of Jersey City

FEDERAL ATTACHMENT

BIDDER:

Jen Electric, Inc.

FORM B - AFFIDAVIT OF DBE STATUS

STATE OF New Jersey)

) SS.

COUNTY OF Union)

I, Jennifer Daidone OF THE CITY OF Springfield
IN THE COUNTY OF Union AND THE STATE OF New Jersey

BEING OF FULL AGE AND DULY SWORN TO LAW ON MY OATH DEPOSE AND SAY THAT:

I AM President OF THE FIRM OF Jen Electric, Inc.
HAVING AN ADDRESS OF 631 Morris Ave Springfield, NJ 07081
WHICH FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS AFFIDAVIT AND WILL
PROVIDE INFORMATION REQUESTED BY THE CONTRACTING AGENCY TO DOCUMENT THE FACT THAT
THE SAID FIRM IS AS DEFINED IN SECTION V, PARAGRAPH B.

Jennifer Daidone
(SIGNATURE)
Jennifer Daidone

SUBSCRIBED AND SWORN TO BEFORE ME THIS

27th DAY OF January 20 14

Frank D. Dobiszewski
NOTARY PUBLIC OF
New Jersey

MY COMMISSION EXPIRES April 30 20 18

FRANK D. DOBISZEWSKI
NOTARY PUBLIC, STATE OF NEW JERSEY
My Commission Expires April 30, 2018

NO. 11-016
J23441
DATE Dec 27, 2014

SCHEDULE OF EMERGING SMALL BUSINESS ENTERPRISE (ESBE) PARTICIPATION

[illegible]

CLASSIFICATION:

Ten Electric Inc.
BIDDER - PRINT NAME

Frank Dzhigarski
ESBE LIAISON OFFICER

NOTES: A REGULAR DEALER/SUPPLIER MUST MAINTAIN INVENTORY AND/OR OWN OR OPERATE DISTRIBUTION EQUIPMENT. PRIME CONTRACTOR WILL NOT RECEIVE CREDIT FOR DBE BROKER PARTICIPATION.

NJDOT FORM 622

March 2001

FEDERAL ATTACHMENT

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			Min.	Wom.	Neither
N/A	N/A	N/A	N/A	N/A	N/A

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

Jen Electric Inc. is an equal opportunity employer and makes every effort to higher qualified minority people if needed.

Name of Contractor Jen Electric, Inc.

by: Signature Jennifer Daidone

Type or print name/title: Jennifer Daidone / President

Tel: No. 973-467-4901 Date: January 27, 2014

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

Form MWB-3 Contractor's compliance plan to be submitted with bid document
 CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration / Division of Equal Opportunity
 Division of Equal Opportunity

Project: Jersey City Signalization # 11-0116

Contractor: Jen Electric, Inc Bid Amt. \$ 1,746,065.00

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
XXXXXXXXXXXXXXXXXXXXXXXXXXXX		Minority	Woman	Neither
N/A	N/A	N/A	N/A	N/A

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

(REVISED 4/13)

EXHIBIT B (1 of 4)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27□7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

Exhibit B (2 of 4)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

Exhibit B (3 of 4)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

Exhibit B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print): Jennifer Daidone President

Representative's Signature: Jennifer Daidone

Name of Company: Jen Electric, Inc.

Tel. No.: 973-467-4901

Date: January 28, 2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Jennifer Daidone President
Representative's Signature: Jennifer Daidone
Name of Company: Jen Electric, Inc.
Tel. No.: 973-467-4901 Date: January 28, 2014

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Jen Electric, Inc.
Address : 631 Morris Avenue Springfield, NJ 07081
Telephone No. : 973-467-4901
Contact Name : Jennifer Daidone

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☒ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Jen Electric, Inc.
Address : 631 Morris Avenue Springfield, NJ 07081
Telephone No.: 973-467-4901
Contact Name : Jennifer Daidone

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input checked="" type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

"New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY PO BOX 322 TRENTON, NJ 08646-0322
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
870-087-3821/000	0007	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON, NJ 08611	07/14/04	
ISSUANCE DATE:		
07/14/04		
<p><i>John S. Kelly</i></p> <p>Adj. Director</p> <p>This Certificate is NOT a registered trademark. It must be accompanied by a copy of the State's</p>		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.117

Agenda No. 10.1

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE PURCHASE OF ONE (1) PIERCE 95' MID MOUNT PLATFORM ARROW LADDER TRUCK, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the Department of Public Safety, Division of Fire (Division) is in need of and desires to purchase one (1) Pierce 95' mid mount platform arrow ladder truck; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to participate in the Houston Galveston Area Council Cooperative Purchasing System pursuant to N.J.S.A. 52:34-6.2; and

WHEREAS, the City and the Division wish to purchase said Ladder Truck off of Bid Contract #FS12-13 of the Houston-Galveston Area Council Cooperative Purchasing System from Pierce Manufacturing 2600 American Drive, Appleton, Wisconsin 54912-2017; and

WHEREAS, the City Purchasing Agent has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of \$800,000 (Eight hundred thousand dollars) is available in the Assistance to Firefighters Grant account 02 213 40 309 314 and \$139,015.35 (One hundred thirty nine thousand fifteen dollars and thirty five cents) is available in reserve for penalties account 17 293 56 000 031; and

Acct#: 02 213 40 309 314	(Grant)	\$800,000	PO <u>112718</u>
Acct#: 17 293 56 000 031	(Reserve for Penalties)	\$139,015.35	PO <u>112719</u>

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Pierce Manufacturing be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and be it further; and be it further

City Clerk File No. Res. 14.117Agenda No. 10.1TITLE: **FEB 26 2014**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE PURCHASE OF ONE (1) PIERCE 95' MID MOUNT PLATFORM ARROW LADDER TRUCK, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct#: 02 213 40 309 314

\$800,000

PO 112718

Acct#: 17 293 56 000 031

\$139,015.35

PO 112719**Total contract****\$939,015.36**

Approved by

Jerome Cala
Jerome Cala, Assistant Direct of Public Safety

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Roblando R. Lavarro, Jr.
Roblando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE PURCHASE OF ONE (1) PIERCE 95' MID MOUNT PLATFORM ARROW LADDER TRUCK, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Project Manager

Department/Division	Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	JCala@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To replace Ladder Co 6 at 355 Newark Avenue. Ladder Co 6 is 22 years old and had to be placed out of service. Ladder 6 is currently using a spare apparatus.

Cost (Identify all sources and amounts)

02 213 40 309 314 FEMA Grant \$800,000
17 293 56 000 031 Reserve for Penalties
\$139,015.35

Contract term (include all proposed renewals)

N/A

Type of award


HGAC Purchasing Cooperative Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

CITY OF JERSEY CITY1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0165254

Assigned PO #

Requisition

Vendor

Dept. Bill To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302Dept. Ship To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302Contact Info
Janis
0000004898

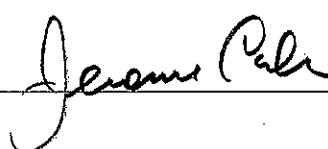
Quantity	UOM	Description	Account	Unit Price	Total
1.00	EAC	LADDER TRUCK	02-213-40-309-314	800,000.00	800,000.00
TO PURCHASE THROUGH HGAC CONTRACT FS 12-13 FROM PIERCE MANUFACTURING ONE (1) PIERCE 95' MID MOUNT PLATFORM ARROW LADDER TRUCK TOTAL CONTRACT AMOUNT \$939,015.36 \$800,000 ON THIS PO ONLY \$139,015.35 ON SEPARATE REQ					

Requisition Total 800,000.00

Req. Date: 02/19/2014

Requested By: JANIS

Buyer Id:

Approved By: **This Is Not A Purchase Order**

CITY OF JERSEY CITY1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition #

0165256

Assigned PO #

Requisition

Vendor

Dept. Bill To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302Dept. Ship To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302Contact Info
Janis
0000004898

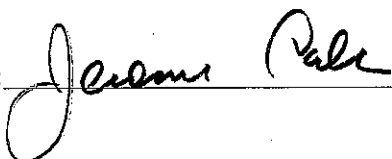
Quantity	UOM	Description	Account	Unit Price	Total
1.00	EAC	LADDER TRUCK	17-293-56-000-031	139,015.35	139,015.35
TO PURCHASE THROUGH HGAC CONTRACT FS12-13 FROM PIERCE MANUFACTURING ONE (1) PIERCE 95 MID MOUNT PLATFORM ARROW LADDER TRUCK TOTAL CONTRACT AMOUNT \$939,015.35 \$139,015.35 ON THIS PO ONLY					

Requisition Total 139,015.35

Req. Date: 02/19/2014

Requested By: JANIS

Buyer Id:

Approved By: **This Is Not A Purchase Order**



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

**Contract
No.:**

FS12-13

Date
Prepared:

1/11/2014

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Jersey City	Contractor:	Pierce Manufacturing
Contact Person:	Deputy Chief Joe Giancaspro	Prepared By:	David Russell
Phone:	201-547-5259	Phone:	920-8332-3000
Fax:	201-547-5298	Fax:	
Email:	jgancaspro@njicps.org	Email:	jdoran@siddons-martin.com

Product Code:	UA08	Description:	Arrow XT 95' Mid-mount platform
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$ 996,580.00
---	----------------------

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	\$ (67,828.64)
		Subtotal C:	\$ (67,828.64)

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

-7%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 939,015.36	=	Subtotal D:	\$ 939,015.36
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II. H-GAC Order Processing Charge (Amount Per Current Policy)

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$ 1,000.00
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Dealer payment of HGAC fee	\$ (1,000.00)		
		Subtotal F:	\$ (1,000.00)

Delivery Date: 10 months after PO

G. Total Purchase Price (D+E+F):	\$ 939,015.36
---	----------------------

Pride Number	Qty	Description	Published Options	Unpublished Options
102	1	Exhaust Extension Plymo or Nederman	\$246.00	
105	1	Silicone Hoses	\$635.00	
113	1	Vogel Lube	\$4,480.00	
117	1	Additional air tank	\$298.00	
210	3	Upgrade SCBA bracket to Hands Free	\$1,890.00	
214	1	Q2B siren	\$3,444.00	
215	1	DELETE - Safety System	(\$8,324.00)	
461	1	Adjustable compartment shelves	\$932.00	
477	1	Auto-eject 20 amp	\$445.00	
556	1	Generator, gas 5k	\$6,218.00	
999999	1	Service Contract		\$20,000.00
999999	1	Change Order Stipend		\$7,500.00
78308	1	DELETE - Pump Waterous S100, 1500gpm single stage		(\$24,478.96)
4517	1	DELETE - Valve, Relief Intake, Elkhart		(\$2,198.30)
546803	1	DELETE - Controller, Pressure Class 1 TPG		(\$2,727.17)
72153	1	DELETE - Primer, Trident Air Prime, Air Operated		(\$548.95)
19146	1	DELETE - Plumbing, Midmount Aerial		(\$13,006.73)
4660	1	DELETE - Inlet, LH side, 2.5" gated		(\$1,031.39)
23722	1	DELETE - Line (1) 3" Tank to Pump, Electric Control		(\$1,460.28)
4907	1	DELETE - Outlet 1.5" tank fill, Electric		(\$1,997.16)
19055	2	DELETE - Outlet 2.5" LH side		(\$2,961.51)
19062	1	DELETE - Outlet 2.5" RH side		(\$1,480.75)
718	1	DELETE - Outlet 4" w/4" Right Electric		(\$5,390.91)
5094	1	DELETE - Elbow 30 degree - 4"Fx4"Storz		(\$364.91)
20665	6	DELETE - Control, Outlet Electric		(\$8,764.69)
9406	1	DELETE - Waterway Outlet, Elect. Control 4" Akron		(\$1,465.06)
29810	1	DELETE - Crosslays (2) 1.5" Std. Capacity		(\$3,970.27)
591145	2	DELETE - Hose Restraint, Crosslay		(\$280.05)
667186	1	DELETE - Light Slide-Out Pump Operators Step		(\$135.61)
62586	1	DELETE - Gauge, Water Level, Class 1		(\$455.20)
10592	1	DELETE - Tank, Water 300 gallon poly		(\$6,681.93)
591017	1	DELETE - Hose Restraint, Hosebed, Aerial Velcro Strp		(\$92.41)
581948	1	DELETE - Hose Restraint, Hosebed 1" heavy Nylon		(\$193.28)
540419	1	DELETE - Monitor, Akron 3578 StreamMaster Elect		(\$8,812.32)
509965	1	DELETE - Command Zone, adv. Elect. And Ctl Syst.		(\$5,490.78)
565287	1	DELETE - Seat, Fwd Facing Center (2) PSV Safety		(\$1,340.02)

Base Bid	\$	996,580.00	
Published Options	\$	10,264.00	
Total Published Options	\$	1,006,844.00	
Unpublished Options	\$	(67,828.64)	-6.74%
Total Options w/o HGAC Fee	\$	939,015.36	

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Pierce Manufacturing Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding February 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Pierce Manufacturing Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Pierce Manufacturing Inc.

Signed [Signature] Title: Sr. Manager, Order Management

Print Name David J. Stoffel Date: 02/04/14

Subscribed and sworn before me
this 4th day of February, 2014.

My Commission expires: 02/26/17
Jessie T. Hewelllyn
(Affiant)
Jessie T. Hewelllyn
(Print name & title of affiant) (Corporate Seal)
Sr. Contract Admin.

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Oshkosh Corporation 100%	2307 Oregon St., Oshkosh WI 54902

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Pierce Manufacturing Inc.

Signed: David J. Stoffel Title: Sr. Manager, Order Management

Print Name: David J. Stoffel Date: 02/04/14

Subscribed and sworn before me this 4th day of
February, 2014

My Commission expires: 02/26/17

Jessie T. Llewellyn
(Affiant)

Jessie T. Llewellyn
(Print name & title of affiant) (Corporate Seal)
Sr. Contract Admin

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Pierce manufacturing Inc.		
Address:	2600 American Dr.		
City:	Appleton	State:	WI
		Zip:	54914

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature 

David J. Stoffel
Printed Name

Sr. Mngt Order-mngt
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]☐ Check here if the information is continued on subsequent page(s)

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

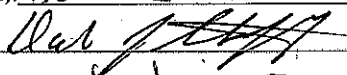
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David J. Stoffel Sr. Manager, Order Management

Representative's Signature: 

Name of Company: Pierce Manufacturing Inc.

Tel. No.: 920-832-3000

Date: 02/26/17

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 2154

This is to certify that ~~RENEWAL~~ listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2012 to 15-OCT-2015

PIERCE MANUFACTURING INC.
2600 AMERICAN DRIVE
APPLETON WI 54914 2017



[Signature]

Andrew P. Sidamon-Eristoff
State Treasurer



www.piercemfg.com

An Oshkosh Corporation Company

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Pierce Manufacturing Inc. to provide equal employment opportunity to all individuals regardless of their race, creed, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other characteristic protected by state or federal law. We are strongly committed to this policy and believe in the concept and spirit of the law.

Pierce is committed to assuring that:

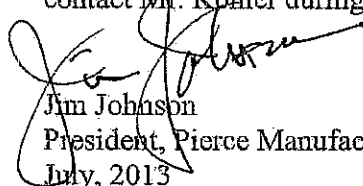
All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis without regard to race, creed, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, or any other characteristic protected by law;

Employment decisions are based on the principles of equal opportunity and affirmative action;

All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to race, creed, color, sex, sexual orientation, age, national origin, disability, veteran status, or any other characteristic protected by law.

Pierce believes in and practices equal opportunity and affirmative action. Director, Human Resources, Stephen Kohler, serves as the Equal Opportunity Coordinator for Pierce and has the responsibility for monitoring this company's equal opportunity and affirmative action practices. All employees are responsible for supporting the concepts of equal opportunity and affirmative action and assisting Pierce in meeting its objectives in these areas.

Pierce maintains affirmative action plans for minorities, females, persons with disabilities, and veterans. Any questions regarding these plans should be directed to the Equal Opportunity Coordinator. If you wish to view the plan for persons with disabilities and veterans, please contact Mr. Kohler during normal working hours.


Jim Johnson
President, Pierce Manufacturing Inc.
July, 2013

oshkosh corporation

WHERE PEOPLE WITH
BIG IDEAS
BUILD THEM™

CO= 0451936
U= 7702365

EQUAL EMPLOYMENT OPPORTUNITY
2013 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. OSHKOSH CORPORATION
2307 OREGON ST
OSHKOSH, WI 54903

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:006070445

2.a. PIERCE MANUFACTURING
2600 AMERICAN DR
APPLETON, WI 54914

OUTAGAMIE COUNTY

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 336120 Heavy Duty Truck
Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS	
	MALE	FEMALE	*****MALE*****						*****FEMALE*****							
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	39	0	0	0	0	0	0	5	0	0	0	0	0	44
FIRST/MID OFFICIALS & MGRS	0	0	72	0	0	0	0	0	0	11	0	0	0	0	0	83
PROFESSIONALS	0	1	113	0	0	1	0	0	0	34	1	0	0	0	0	150
TECHNICIANS	2	0	136	1	0	0	1	1	1	13	0	0	0	0	1	155
SALES WORKERS	0	0	10	0	0	0	0	1	0	2	0	0	0	0	0	13
ADMINISTRATIVE SUPPORT	0	0	12	0	0	0	0	0	0	37	0	0	0	0	0	49
CRAFT WORKERS	3	0	477	2	0	9	4	0	0	16	0	0	0	0	0	511
OPERATIVES	7	2	626	1	0	12	4	0	0	60	0	0	0	1	0	713
LABORERS & HELPERS	0	0	13	0	0	0	0	0	0	5	0	0	0	0	0	18
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	12	3	1498	4	0	22	10	1	1	183	1	0	0	1	1	1736
PREVIOUS REPORT TOTAL	9	3	1582	4	0	21	10	1	1	184	1	0	1	1	1	1818

SECTION F - REMARKS

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

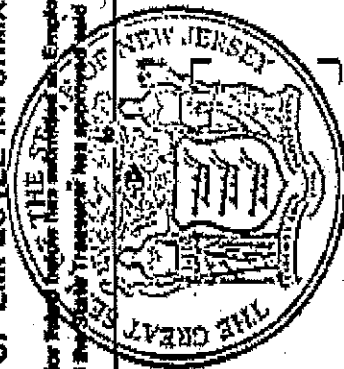
Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract-compliance/audit/aa302ing.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATED)	CITY	STATE ZIP CODE
7. CHECK ONE IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	NAUC/DAT# ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-6473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE	
3. COMPANY NAME				
4. STREET	CITY	COUNTY	STATE	ZIP CODE
5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE <input type="checkbox"/> 1. Lost Certificate <input type="checkbox"/> 2. Damaged <input type="checkbox"/> 3. Other (Specify)				

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR		
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE	DIVISION OF REVENUE DLN #

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service; or if a Federal Employer Identification Number has been applied for or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. _____
 NAME OF FACILITY: _____
 DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type): _____
 FIRST _____ LAST _____ MI _____ SIGNATURE _____ DATE SUBMITTED _____

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____
 PHONE (AREA CODE, NO., EXTENSION) _____

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: David J. Stoffel, Sr. Manager Order Management
Representative's Signature: *David J. Stoffel*
Name of Company: Pierre Manufacturing Inc.
Tel. No.: 920-832-3000 Date: 02/04/14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Pierce Manufacturing Inc.
Address : 2600 American Dr. Appleton WI 54914
Telephone No. : 920-832-3000
Contact Name : David J. Stoffel Sr. Manager, Order Mngt.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Pierce Manufacturing Inc.

Address: 2600 American Dr. Appleton WI 54914

Telephone No.: 920-832-3000

Contact Name: David J. Stoffel Sr. Manager, Order Mgt

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PIERCE MANUFACTURING INC.

Trade Name:

Address: 2600 AMERICAN DRIVE
APPLETON, WI 54914-9010

Certificate Number: 0106802

Effective Date: November 14, 2001

Date of Issuance: February 19, 2014

For Office Use Only:

20140219135004827

"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.


For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLYDE REGISTRATION
TAXPAYER IDENTIFICATION: ST-001-000000	SEQUENCE NUMBER: 000001
ADDRESS: 147 ROBINSON AVE TRINTON, NJ 08611	ISSUANCE DATE: 07/14/04
<i>Jul 14 2004</i>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	147 ROBINSON AVE TRINTON, NJ 08611
Certificate Number:	1043907
Date of Issuance:	October 14, 2004
For Office Use Only:	200410141120113533

NEW VENDOR INFORMATION FORM

VENDOR NAME:		FEIN/SS#
Pierce Manufacturing Inc.		39-0139830
MAIL PO/VOUCHERS TO ADDRESS: 2600 American Dr.		
CITY: Appleton	STATE: WI	ZIP: 54914
TEL #: 920-832-3000	FAX #: 920-832-3080	EMAIL: N/A
MAIL CHECK/S TO ADDRESS: Pierce Manufacturing Inc.		
7751 Collections Center Dr.		
CITY: Chicago	STATE: IL	ZIP: 60693
TEL #: N/A	FAX #: N/A	EMAIL: N/A
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:		CITY EMPLOYEE?
Fire Apparatus.		<input type="checkbox"/> YES <input type="checkbox"/> NO
MINORITY VENDOR?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REQUIRED FORM 1099?
TYPE/CATEGORY:		<input type="checkbox"/> YES <input type="checkbox"/> NO
NON-PROFIT?	<input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO	
VENDOR'S CONTACT/AUTHORIZED PERSON:	PHONE: 920-832-3000	
David J. Stoffel	EMAIL: N/A	
SIGNATURE OF CONTACT/AUTHORIZED PERSON:		
		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.118

Agenda No. 10.M

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE PURCHASE OF ONE (1) PIERCE-SABRE PUMPER-1250 GPM THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the Department of Public Safety, Division of Fire (Fire) is in need of and desires to lease/purchase one (1) Pierce-Sabre Pumper-1250 GPM; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to participate in the Houston Galveston Area Council Cooperative Purchasing System pursuant to N.J.S.A. 52:34-6.2; and

WHEREAS, the City and the Division wish to purchase said Pumper off of Bid Contract #FS12-13 of the Houston Galveston Area Council Cooperative Purchasing System from Pierce Manufacturing 2600 American Drive, Appleton, Wisconsin 54912-2017

WHEREAS, the City Purchasing Agent has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of \$361,900 (Three hundred sixty one thousand nine hundred dollars) is available in capital account 04 215 55 902 314 and \$76,114.32 (Seventy six thousand one hundred fourteen dollars and thirty two cents) is available in reserve for penalties account 17 293 56 000 031; and

Acct #: 04 215 55 902 990 (Capital Account)	\$361,900.00	PO <u>112665</u>
Acct #: 17 293 56 000 031 (Reserve for Penalties)	\$76,114.32	PO <u>112666</u>

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Pierce Manufacturing be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and be it further

TITLE: **FEB 26 2014**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE PURCHASE OF ONE (1) PIERCE-SABRE PUMPER-1250 GPM, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #: 04 215 55 902 990 (Capital Account) \$361,900.00
 Acct #: 17 293 56 000 031 (Reserve for Penalties) \$76,114.32
Total Contract \$438,014.32

PO 112665
 PO 112666

APPROVED:

Jerome A. Cala
 Jerome A. Cala, Assistant Director
 Department of Public Safety

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE PURCHASE OF ONE (1) PIERCE-SABRE PUMPER-1250 GPM THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Project Manager

Department/Division	Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	JCala@njicps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To replace Engine Co 7 at 715 Summit Avenue. Engine 7 is a 2000 pumper truck, almost 15 years old. The pumper is in need of major repairs and not cost effective to repair.

Cost (Identify all sources and amounts)

04 215 55 902 990 Capital Account \$361,900
17 293 56 000 031 Reserve for Penalties
\$76,114.32

Contract term (include all proposed renewals)

N/A


Type of award HGAC Purchasing Cooperative Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

G. Total Purchase Price (D+E+F):	\$ 438,014.32
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Pride			Published	Unpublished
Number	Qty	Description	Options	Options
102	1	Exhaust Extension Plymo or Nederman	\$246.00	
105	1	Silicone Hoses	\$635.00	
113	1	Vogel Lube system	\$4,480.00	
117	1	Additional air tank	\$298.00	
205	1	Electric Windows	\$846.00	
210	5	Upgrade SCBA bracket to Hands Free	\$3,150.00	
212	1	Raised roof, custom cab	\$1,848.00	
214	1	Q2B siren	\$3,444.00	
216	2	Spare Tire with Steel Wheel	\$2,356.00	
401	1	Add Front Suction Inlet 4-6"	\$5,968.00	
402	1	Add Front Bumper Line (including hose tray & cover)	\$2,802.00	
403	1	Add 19" Extended bumper steel painted	\$2,278.00	
406	1	Add 2.5" suction	\$1,036.00	
409	2	Rear discharge	\$4,750.00	
410	1	Add Large Diameter side discharge	\$3,881.00	
420	1	Increase pump from 1250 to 1500 gpm	\$4,868.00	
427	1	Airhorn activation at pump panel	\$151.00	
432	1	Tank Level Gauges, Side of Cab or body	\$1,720.00	
454	1	Hose Bed Cover, Vinyl	\$826.00	
459	10	Matting in enclosed compartment per shelf	\$1,140.00	
463	3	Slide-out floor tray	\$2,073.00	
477	1	Auto-eject 20 amp	\$445.00	
480	1	Kusmaul pump plus 1200 charger	\$2,190.00	
485	2	12 volt LED pole light	\$3,716.00	
486	3	SCBA Cylinder Storage in fender panel double	\$2,220.00	
815	1	Deck gun with tips, manual	\$4,400.00	
821	2	Portable Hand light with mounting bracket	\$320.00	
978	1	LED Emergency Light Package	\$6,290.00	
999999	1	Service Contract		\$14,000.00
999999	1	Change Order Stipend		\$7,500.00
81815	1	Pump panel drawings DS and PS		\$1,536.22
3245	1	Axle hub covers, w/center hose S/S front axle		\$88.51
1960	1	Axle hub covers, rear, S/S, high hat		\$186.45
587033	1	Air Dryer, Brake AD-9 w/heat		\$259.27
14493	1	Valve Parking Brake top of Engine tunnel		\$399.44
12200	1	Mirror 8" Round Convex below west coast		\$134.10
561587	1	Mirror, Blind Spot Convex @ PS Cab roof corner		\$333.76
652574	1	Compt. Extinguisher Storage (1) each side crew cab		\$1,040.44
12101	1	Floor, Alum Cab & Crew Cab		\$402.57
2298	1	Heater, Crew Cab		\$980.04
32085	1	Fan Window Defrost, two (2)		\$426.54
199877	1	Cabinet, EMS Fwd Facing Center 38Wx44Hx22.63D		\$1,453.42
42265	1	Shelf, Adj. EMS Compt with light bracket		\$213.02
548004	2	Wiring spare 15a 12v DC		\$243.89
696438	2	Antenna mount, routed to radio box		\$223.07
698775	1	Tank cradel, Stainless steel, pumper		\$317.25
44431	2	Sleeve through tank, up to 3" plumbing		\$570.62
654161	1	Tailboard, 14" deep, full width w/backstop		\$4,719.60
695614	2	Tray, Hose, running board free floating, tapered		\$1,271.04
590934	2	Hose Restraint, running Board Straps		\$287.17
98470	1	Rear-rollup Dr. 30.75" 25.88" deep flush rear		\$1,473.59
19845	5	Guard, drip pan, S/S roll-up door		\$584.88

4050	1	Cover, Alum. Treadplate, Fender panels		\$649.08
39425	5	Matting, compartment floors no ramp		\$551.32
9729	3	PacTrac installed on Compt. Wall		\$2,309.89
3908	2	Partition, Trans Rear Compartment		\$388.02
13908	1	Partition, Vertical		\$211.13
4069	2	Hose, Hard Suction 6" Clear Corrugated PVC		\$2,025.69
11927	1	Troughs HSH Alum w/velcro Painted (1) ea side		\$1,326.64
592990	6	Step Folding - Extra Body only, Luminescent w/LED		\$1,578.63
592989	3	Step Folding, Drivers side back of cab w/LED		\$810.71
592988	3	Step Folding, Passengers side back of cab w/LED		\$810.71
24541	1	Primer, Hale ESP Motor, (1) PVG Valve, (1) T-handle		\$703.43
658552	1	Thermal Relief Valve, TRV120L w/Red warn light		\$714.04
4686	1	Valve, Inlet recessed behind panel		\$804.57
654208	1	Elbow 30 degree front inlet 6'FNSTx5"Rigid Storz w/cap		\$371.93
556172	1	Control Handwheel front inlet handwheel indicator light		\$1,085.44
4797	1	Swivel painted 6" front inlet		\$1,420.83
5097	1	Elbow 30 degree - 4"F x 5" Storz		\$408.35
35090	6	Reducer - 2.5" Special x 1.5" M NST w/cap		\$710.42
662335	1	Compartment IPO crosslays, Transvers, S/S Doors		\$2,498.03
5525	1	Panel, Pump and guage, Brushed S/S		\$938.67
650678	1	Lights, Tail Whelen 60BTT LED Stop/Tail Amb LED Dir		\$772.16
39215	1	Lights Backup Whelen 600 LED		\$527.90
83488	1	Additional divider, hosebed, .25" unpainted		\$651.25
10133	1	Cross-divider, hose bed		\$434.17
3521	1	Grip Strut insert in tailboard		\$978.42

Base Bid	\$	307,311.00	
Published Options	\$	68,377.00	
Total Published Options	\$	375,688.00	
Unpublished Options	\$	62,326.32	16.59%
Total Options w/o HGAC Fee	\$	438,014.32	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Pierce Manufacturing Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see Instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any)
	Address (number, street, and apt. or suite no.) 2600 American Drive City, state, and ZIP code Appleton WI 54914	Requester's name and address (optional) City of Jersey City, NJ
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number									
3	9	-	0	1	3	9	8	3	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person <i>John J. McLoey</i>
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Date ▶ *2/19/14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PIERCE MANUFACTURING INC.

Trade Name:

Address: 2600 AMERICAN DRIVE
APPLETON, WI 54914-9010

Certificate Number: 0106802

Effective Date: November 14, 2001

Date of Issuance: February 18, 2014

For Office Use Only:

20140218172241856

NEW VENDOR INFORMATION FORM

VENDOR NAME: <i>Pierce manufacturing Inc</i>		FEIN/SS# <i>39-0139830</i>
MAIL PO/VOUCHERS TO ADDRESS: <i>2600 American Dr</i>		
CITY: <i>Appleton</i>	STATE: <i>WI</i>	ZIP: <i>54914</i>
TEL #: <i>920-832-3000</i>	FAX #: <i>920-832-3080</i>	EMAIL: <i>N/A</i>
MAIL CHECK/S TO ADDRESS: <i>Pierce Manufacturing Inc</i>		
<i>7751 Collections Center Dr</i>		
CITY: <i>Chicago</i>	STATE: <i>IL</i>	ZIP: <i>60693</i>
TEL #: <i>N/A</i>	FAX #: <i>N/A</i>	EMAIL: <i>N/A</i>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: <i>Fire Apparatus</i>		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		REQUIRED FORM 1099? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
TYPE/CATEGORY:		
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>David J. Stoffel</i>		PHONE: <i>920-832-3000</i> EMAIL: <i>N/A</i>
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>[Signature]</i>		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER		
SIGNATURE OF EMPLOYEE:		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Pierce Manufacturing Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding February 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Pierce Manufacturing Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Pierce Manufacturing Inc.

Signed [Signature] Title: Sr. Manager, Order Management

Print Name David J. Stoffel Date: 02/04/14

Subscribed and sworn before me
this 4th day of February, 2014.

My Commission expires: 02/26/17

Jessie T. Hewell
(Affiant)

Jessie T. Hewell
(Print name & title of affiant) (Corporate Seal)
Sr. Contract Admin

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Oshkosh Corporation	2307 Oregon St., Oshkosh WI 54902

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Pierce Manufacturing Inc.

Signed: [Signature] Title: Sr. Manager, Order Management

Print Name: Dawn J. Stoffel Date: 02/04/17

Subscribed and sworn before me this 4th day of

February, 2017

My Commission expires: 02/26/17

Jessie T. Hewell
(Affiant)

Jessie T. Hewell
(Print name & title of affiant) (Corporate Seal)
Sr. Contract Admin

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

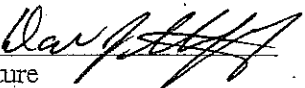
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Pierce Manufacturing Inc.		
Address:	2600 American Dr.		
City:	Appleton	State:	WI
		Zip:	54914

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	David J. Stoffel	Sr. Mgr Order Mngt
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE	NONE	NONE	\$ NONE

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]☐ Check here if the information is continued on subsequent page(s)

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

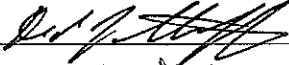
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David J. Stoffel Sr. Manager, Order Management

Representative's Signature: 

Name of Company: Pierre Manufacturing Inc.

Tel. No.: 920-832-3000

Date: 02/04/14

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 2154

This is to certify that ~~PIERCE~~ listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2012 to 15-OCT-2015

PIERCE MANUFACTURING INC.
2600 AMERICAN DRIVE
APPLETON

WI 54914 2017



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer



www.piercemfg.com

An Oshkosh Corporation Company

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Pierce Manufacturing Inc. to provide equal employment opportunity to all individuals regardless of their race, creed, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other characteristic protected by state or federal law. We are strongly committed to this policy and believe in the concept and spirit of the law.

Pierce is committed to assuring that:

All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis without regard to race, creed, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, or any other characteristic protected by law;

Employment decisions are based on the principles of equal opportunity and affirmative action;

All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to race, creed, color, sex, sexual orientation, age, national origin, disability, veteran status, or any other characteristic protected by law.

Pierce believes in and practices equal opportunity and affirmative action. Director, Human Resources, Stephen Kohler, serves as the Equal Opportunity Coordinator for Pierce and has the responsibility for monitoring this company's equal opportunity and affirmative action practices. All employees are responsible for supporting the concepts of equal opportunity and affirmative action and assisting Pierce in meeting its objectives in these areas.

Pierce maintains affirmative action plans for minorities, females, persons with disabilities, and veterans. Any questions regarding these plans should be directed to the Equal Opportunity Coordinator. If you wish to view the plan for persons with disabilities and veterans, please contact Mr. Kohler during normal working hours.


Jim Johnson
President, Pierce Manufacturing Inc.
July, 2013

oshkosh corporation

WHERE PEOPLE WITH
BIG IDEAS
BUILD THEM™

CO= 0451936

U= 7702365

EQUAL EMPLOYMENT OPPORTUNITY
2013 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. OSHKOSH CORPORATION
 2307 OREGON ST
 OSHKOSH, WI 54903

2.a. PIERCE MANUFACTURING
 2600 AMERICAN DR
 APPLETON, WI 54914

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:006070445

OUTAGAMIE COUNTY
 c. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 336120 Heavy Duty Truck
 Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	39	0	0	0	0	0	5	0	0	0	0	0	44
FIRST/MID OFFICIALS & MGRS	0	0	72	0	0	0	0	0	11	0	0	0	0	0	83
PROFESSIONALS	0	1	113	0	0	1	0	0	34	1	0	0	0	0	150
TECHNICIANS	2	0	136	1	0	0	1	1	13	0	0	0	0	1	155
SALES WORKERS	0	0	10	0	0	0	1	0	2	0	0	0	0	0	13
ADMINISTRATIVE SUPPORT	0	0	12	0	0	0	0	0	37	0	0	0	0	0	49
CRAFT WORKERS	3	0	477	2	0	9	4	0	16	0	0	0	0	0	511
OPERATIVES	7	2	626	1	0	12	4	0	60	0	0	0	1	0	713
LABORERS & HELPERS	0	0	13	0	0	0	0	0	5	0	0	0	0	0	18
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	12	3	1498	4	0	22	10	1	183	1	0	0	1	1	1736
PREVIOUS REPORT TOTAL	9	3	1582	4	0	21	10	1	184	1	0	1	1	1	1818

SECTION F - REMARKS

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018



February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

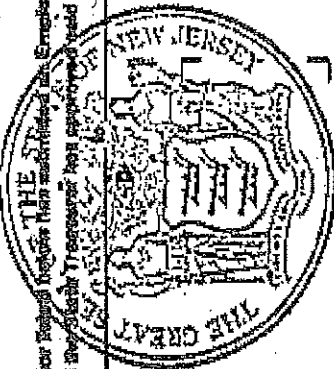
Sample Certificate of Employee Information Report

VOID

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.7 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.net/divisionofcontractcompliance/aa302/aa302.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THIS COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAIIC DATE	ASSIGNED CERTIFICATION NUMBER
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SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2-3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 60% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominates one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 6, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT, AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE), TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

Print Form

Duplicate Certificate of Employee Information Report Request

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE
			ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF
\$75.00 (Non-Refundable Fee) PAYABLE TO: "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer, State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK, IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____
NAME OF FACILITY: _____

JOB CATEGORIES	MALE					FEMALE						
	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.
NAME OF PERSON COMPLETING FORM (Print or Type) _____
FIRST _____ MI _____ SIGNATURE _____

DATE SUBMITTED _____

ADDRESS (NO. & STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____
PHONE (AREA CODE, NO., EXTENSION) _____

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: David J. Stoffel Sr. Manager, Order mgmt.
Representative's Signature: *David J. Stoffel*
Name of Company: Pierce Manufacturing Inc.
Tel. No.: 720-832-3000 Date: 02/04/14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Pierce Manufacturing Inc.
Address : 2600 American Dr. Appleton WI 54914
Telephone No. : 920-832-3000
Contact Name : David J. Stoffel Sr. Manager, order mgmt

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Pierce Manufacturing Inc

Address: 2600 American Dr. Appleton WI 54914

Telephone No.: 920-832-3000

Contact Name: David J. Stoffel Sr. Manager, Order Mngt

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PIERCE MANUFACTURING INC.

Trade Name:

Address: 2600 AMERICAN DRIVE
APPLETON, WI 54914-9010

Certificate Number: 0106802

Effective Date: November 14, 2001

Date of Issuance: February 19, 2014

For Office Use Only:

20140219135004827

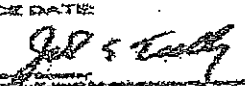
"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CHAIRMAN SERVICE CONTRACTS	
TAXPAYER NAME TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION: ST-007-000000 ADDRESS: 247 ROBINSON AVE TRENTON, NJ 08611 ISSUANCE DATE: October 14, 2004	TRADE NAME: CLIFF INDUSTRIES EXEMPT NUMBER: 000000 ISSUANCE DATE: 07/0004 

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name: Trade Name: Address: Certificate Number: Date of Issuance: For Office Use Only: 20041014112012000	TAX REG TEST ACCOUNT 247 ROBINSON AVE TRENTON, NJ 08611 1093907 October 14, 2004

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.119

Agenda No. 10.N

Approved: FEB 26 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to award a contract to Liberty Humane Society, Inc. (LHS) to provide animal impoundment services for the Department of Health & Human Services, Division of Health; and

WHEREAS, pursuant to N.J.S.A. 40:48-5.1, the City may enter into negotiations with a humane society or association which has maintained a pound for at least one year and may contract for any period not exceeding five (5) years for the collecting, keeping for redemption and destroying of all such stray animals found within the municipal limits whenever there is no public pound established within the municipality; and

WHEREAS, the total contract amount is \$236,069.00 for a ten month period effective as of March 1, 2014 through December 31, 2014; and

WHEREAS, funds in the amount of \$5,000.00 are available in DHHS Health Division Operating Current Fund Contractual Account No. 1-20127-331-314 and the remaining balance of \$231,069 will be made available in the City's 2014 Calendar year permanent budget.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with LHS, in substantially the form attached, to provide animal shelter management services to the City;
2. The contract shall be for a ten month term effective as of March 1, 2014 through December 31, 2014 and the total contract amount shall not exceed \$236,069;

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE
SOCIETY, INC. TO PROVIDE ANIMAL IMPOUNDMENT SERVICES FOR THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DHHS Health Division Operating Current Fund Contractual Account No. 1-201-27-331-314; P.O. # 112721

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

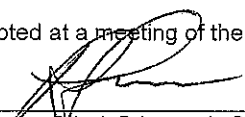
Certification Required ☐Not Required ☐APPROVED 9-0**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14**

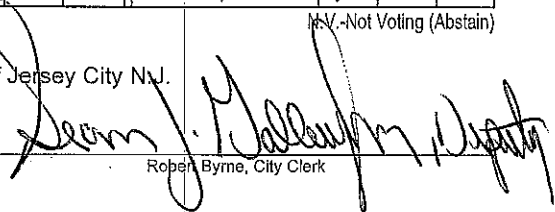
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL IMPOUNDMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

Project Manager

Department/Division	Health and Human Services	Health Division
Name/Title	Stacey Lea Flanagan	Director
Phone/email	201.547.6800	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Liberty Humane Society will provide animal impoundment services for the Department of Health & Human Services Health Division Animal Control Program, in satisfaction of the need to provide shelter for animals impounded pursuant to statute or ordinance. The term of the contract will be ten months, beginning March 1, 2014 and ending December 31, 2014.

Cost (Identify all sources and amounts)

\$ 236,069 City budget

Contract term (include all proposed renewals)

10 months

Type of award Other/Exception

If "Other Exception", enter type Animal impoundment with local humane society. N.J.S.A. 40:48-5.1

Additional Information

The impoundment of stray, abandoned, and potentially dangerous animals promotes the public health by controlling disease and the humane treatment of these animals.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/19/14
Date

City of Jersey City
Dept. of Health & Human Svcs.
Fiscal Office

From : Kevin Lyons

To: Monique Snow

Date: 2/19/2014

Req. # 0164790

Documentation Attached

<input checked="" type="checkbox"/>	Legislative Fact Sheet
<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	Value of Certification \$17,500
<input checked="" type="checkbox"/>	Contract Agreement
<input checked="" type="checkbox"/>	BRC
<input type="checkbox"/>	Business Entity Disclosure Certification
<input type="checkbox"/>	Chapter 271 (P2P)
<input type="checkbox"/>	P2P Reform Ordinance 08-128
<input checked="" type="checkbox"/>	EEO/AA Requirements
<input type="checkbox"/>	Bid Specifications
<input type="checkbox"/>	OTHER:

C: Peter Folgado, Purchasing

John Mercer, BA Office

Jeana Abuan, EEO/AA Office

CITY OF JERSEY CITY

Requisition #**0164790****Assigned PO #**

Requisition

Vendor
LIBERTY HUMANE SOCIETY
PO BOX 3766
JERSEY CITY NJ 07303

Dept. Bill To
HEALTH DIVISION
1 JOURNAL SQUARE PLAZA, 2ND FL
JERSEY CITY NJ 07306

Dept. Ship To

LI330150

Contact Info
CFrench/NGuivas
2015474850

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ANIMAL SHELTER	0120127331314	5,000.00	5,000.00
		FOR THE ADMINISTRATION OF THE ANIMAL SHELTER			
		CONTRACT AMOUNT \$236,069.00			
		TEMPORARY ENCUMBRANCY \$5,000.00			
		PAYMENTS TO FOLLOW ON PARTIAL PAYMEN VOUCHER			

Requisition Total 5,000.00

Req. Date: 01/14/2014

Requested By: CATHYF

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2014 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey

WHEREAS, Liberty Humane Society, Inc. (LHS) provided the City of Jersey City (City) with animal shelter management services under a five year contract which ran from November 1, 2004 through October 31, 2009 and on a yearly basis thereafter; and

WHEREAS, LHS has provided the services in an effective and efficient manner; and

WHEREAS, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

WHEREAS, LHS satisfies the requirements of N.J.S.A. 40:48-5.1; and

WHEREAS, Resolution 10.Z.14 approved on March 13, 2013 authorized this Agreement between the City and LHS; and

WHEREAS, LHS will manage the operations of the Jersey City animal shelter for a term of 10 months effective as of March 1, 2014 through December 31, 2014; and

WHEREAS, the City agrees to pay LHS a fee of \$236,069 for a term of 10 months.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Contractor to provide animal shelter management services as described in the City's Request for Proposals and in the Contractor's response dated May 10, 2004.

ARTICLE II

Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP), Contractor's Proposal dated May 10, 2004, and Contractor's Proposal Clarification letter dated July 6, 2004. The contract consists of this Agreement and the Contract Documents.

This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal dated May 10, 2004 and Contractor's Proposal Clarification letter dated July 6, 2004.

2. The contract term is for 10 months effective as of March 1, 2014 through December 31, 2014.
3. Contractor agrees that it will admit to the pound all animals brought by the City.
4. The City will recommend two (2) appointments to the Board of Directors of LHS: one (1) recommended by the municipal council and one (1) recommended by the mayor. These new members shall be entitled to all the rights and privileges of board members, including the right to vote on issues before the board.
5. LHS shall advertise and conduct meetings open to the public on a quarterly basis.
6. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III

Contractual Relationship

In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work and services are correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

In consideration for providing animal shelter management services, the City shall pay the Contractor a total fee of \$236,069.

The Contractor shall invoice the City at the end of each month for one tenth of the total fee. The invoice shall include a summary of the performance of the shelter's operations for the month being billed. This invoice in addition to the reporting as described in the RFP and the Contractor's Proposal. The Contractor shall provide documentation to support the amount billed. Documentation shall include but not be limited to paid invoices for services or materials purchased by the Contractor, payroll registers, and canceled checks.

ARTICLE V

Insurance

Contractor shall purchase and maintain the following insurance during the terms of this Contract:

- A. \$1,000,000.00 per incident in personal/liability insurance and \$50,000.00 in property damage liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.
- B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory).

Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing performance of the management services, Contractor shall furnish the City certificates of insurance.

The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI
Termination for Cause

In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII
Arbitration

Any disputes or claims arising out of this Agreement or breach thereof, with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reason for this award.

A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE VIII
Indemnity

Notwithstanding the imposition of joint or concurrent liability upon the City by statute, ordinance, rule, regulation, or order, the LHS shall indemnify, defend and hold the City harmless, except for negligence or willful act of City's employees, contractors or agents, against and from any and all liability, fines, suits, claims demands and action, and costs and expenses of any kind or nature during the time of this Agreement that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by LHS, its agents, servants,

invitees, and/or employees that result in any loss of life or property or in any injury or damage to persons or property. If the LHS shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding which the City is made a party, the City shall be entitled to appeal, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or the LHS hereunder in respect to the claim or matter in question; and further providing that such action by the City is at the City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by the LHS therefore. Notwithstanding anything to the contrary herein, the LHS shall have no obligation to indemnify, defend or hold the City harmless pursuant to this Section for any liability, property damage, loss, or personal injury (i) that are caused by the acts or omissions of the City, or any of its employees, contractors or agents; (ii) not occurred prior to the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement. LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

ARTICLE IX Entire Agreement

This Agreement constitutes the entire management agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE X Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XI

Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Stacey Flanagan
Director DHHS
City of Jersey City
1 Journal Square Plaza, 2nd Fl
Jersey City, NJ 07306

Andrew Siegel
President
Liberty Humane Society, Inc.
P.O. Box 3766
Jersey City, NJ 07303

ARTICLE XII

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest: City of Jersey City

City of Jersey City

Robert Byrne, City Clerk

Date: _____

Robert Kakoleski, Business Administrator

Date: _____

Attest: Liberty Humane Society, Inc.

Liberty Humane Society, Inc.

Name: _____

Title: _____

Date: _____

Andrew Siegel, President

Date: _____

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Irene Bongraeber

Representative's Signature:

[Signature]

Name of Company:

Liberty Humane Society

Tel. No.:

201 547 4147 x1006

Date:

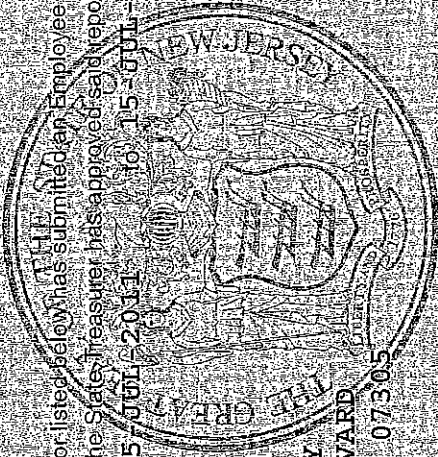
1/2/14

Certification 35686

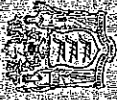
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUL 2011 to 15 JUL 2018



LIBERTY HUMANE SOCIETY
235 JERSEY CITY BOULEVARD
JERSEY CITY NJ 07305



Andrew P. Sidamon-Eristoff
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Director of Liberty Humane Society (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Irene Bongard, EP
Representative's Signature: [Signature]
Name of Company: Liberty Humane Society
Tel. No.: 207 547 4147 Date: 1/2/14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Liberty Humane Society
Address : 235 Jersey City Blvd.
Telephone No. : 201 547 9147
Contact Name : Irene Bongraelur

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☒ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Liberty Humane Society

Address: 235 Jersey City Blvd

Telephone No.: 201 547 4147

Contact Name: Irene Bongraier

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input checked="" type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.120
Agenda No. 10.0
Approved: FEB 26 2014
TITLE:



RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 12-100, approved on February 8, 2012, authorized a professional services agreement in the amount of \$1,939,781.00 between the City of Jersey City (City) and Urbahn Architects, 30 Sherman Avenue, Glen Ridge, New Jersey 07028 (Urbahn) to provide architectural services in connection with the construction of the New Municipal Services Complex, Project No. 2009-029B (Project); and

WHEREAS, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, an additional amendment increased the total contract amount to \$2,076,281.00

WHEREAS, the construction of the new Municipal Services Complex is approximately 90% completed, and there is a need for additional Controlled Inspection Services and additional Site Design Services due to unforeseen field conditions at the site;

WHEREAS, in order to be in compliance with City of Jersey City Building Department and the State of New Jersey code regulations, the City will need these additional architectural services; and

WHEREAS, Urbahn has submitted the attached revised proposal dated January 28, 2014 to provide the City with additional architectural services for an amount not to exceed \$125,000.00; and

WHEREAS, Urbahn agrees to provide these additional services for a sum not to exceed \$125,000.00 which funds are available in Capital Account No. 04-215-55-886-990; and

WHEREAS, this change order increases the total contract amount to Two Million Two Hundred One Thousand Two Hundred Eight-One Dollars (\$2,201,281.00); and

WHEREAS, Urbahn has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-886-990	105366	\$125,000.00

TITLE:

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. a. The agreement with Urbahn Architects is amended to increase the contract amount by an additional \$125,000.00; and
 - b. All other terms and conditions of the agreement shall remain in effect; and
2. Notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-886-990 for payment of the above Resolution.

ab
January 30, 2014

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 6-3

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA		✓	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN		✓	
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF LEGISLATION:

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation.

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

Architectural/Engineering Services are needed for additional redesign services as follows:

- General Construction Plans, Elevations, Sections and Details
- Code Compliance Drawings
- HVAC Drawings, Details and Equipment Schedules
- Fire Protection Drawings and Details.
- Electrical Plans and Schedules
- Plumbing Plans
- Filing amendment with JC Building Department
- Leed Documentation Updates

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Project will allow for continued design/construction administration of a new Municipal Services Complex to promote efficient consolidation of Public Services.

**5. COST OF PROPOSED PROGRAM OR PURCHASE:
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

The funds for this increase are available in account no. 04-215-55-886-990 in the amount of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00)** bringing the overall base contract amount to **TWO MILLION TWO HUNDRED ONE THOUSAND TWO HUNDRED EIGHTY-ONE AND 00/00 DOLLARS (\$2,201,281.00).**

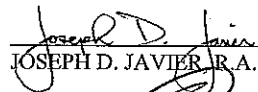
6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Contract currently in full force and effect. Additional work will commence upon Council approval.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

End of May, 2014

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.


JOSEPH D. JAVIER, R.A.

SIGNATURE OF DEPARTMENT DIRECTOR

1-30-14
DATE

2-11-14
DATE

PETER FOLGADO, PURCHASING AGENT

DATE

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH URBahn ARCHITECTS, IN CONNECTION WITH PHASE III - BUILDING CONSTRUCTION AND SITE WORK ADMINISTRATION FOR THE NEW MUNICIPAL SERVICES COMPLEX, PROJECT NO. 2009-029B FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Joseph D. Javier, RA.	Architect
Phone/email	(201) 547-5900	JavierJ@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.).

Contract Purpose

Additional Construction Administration Services through the end of construction May 2014 and redesign changes as follows:

General Construction Plans, Elevations, Sections and Details
Code Compliance Drawings
HVAC Drawings, Details and Equipment Schedules
Fire Protection Drawings and Details
Electrical Plans and Schedules
Plumbing Plans
Filing amendment with JC Building Department
Leed Documentation Updates

Cost (Identify all sources and amounts)

\$125,000.00 (Capital)
04-215-55-886-990

Contract term (include all proposed renewals)

Extended through May, 2014

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

Project will allow for continued construction administration services through May, 2014 and redesign of public space at the new Municipal Services Complex to promote efficient consolidation of Public Services.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

2-11-14

**DEPARTMENT OF PUBLIC WORKS
Urban Architects - Municipal Services Complex**

ORIGINAL CONTRACT	COST	FIRST AMENDMENT	COST	SECOND AMENDMENT	COST
Approved 02/08/12		Approved 05/29/13		On for the 02/11/14 Meeting	
Reso # 12-100		Reso # 13-381			
Procurement 3 of 3					
Bidding and Award	\$87,683.00	Additional Site Design Changes	\$42,000.00	Office Space Redesign and	
Construction Administration	\$730,689.00	Controlled Inspections	\$94,500.00	Construction Admin. Extension	\$125,000.00
Project Closeout	\$87,683.00				
Post Occupancy	\$29,228.00				
Site Representative Fee	\$460,800.00				
Control Testing and Inspection	\$150,000.00				
Construction Technical Visits	\$30,000.00				
Commission Agent	\$300,000.00				
Additional Revisions					
Liberty Storage Feasibility Study	\$10,000.00				
Revised Storm Drainage Design	\$22,800.00				
Shop Building Slab Design	\$10,900.00				
	\$1,939,783.00		\$136,500.00		\$125,000.00



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : January 30, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Joseph D. Javier, R.A. *[Signature]*
Brian F. Weller, L.L.A., Director *[Signature]*

SUBJECT : Municipal Services Complex - Phase II - Building Construction and Site Work
Project No. 2009-029B
Re: Amending Resolution for Urbahn Architects

The construction of the new Municipal Services Complex is approximately 90% complete. However, due to delays in the project regarding a 42" Sewer Main which had to be redesigned, Terminal Construction Corp. (General Contractor) was granted an extension of time. Urbahn Architects is requesting compensation for additional construction administration services provided through the end of construction May 2014.

There are proposed design/program changes to the new Municipal Services Complex with the Office Building Public Space; as well as maximizing special programming throughout the building. Additional architectural/engineering services are necessary from the Architect of Record (Urbahn Architects). Below is a breakdown of additional services:

- General Construction Plans, Elevations, Sections and Details
- Code Compliance Drawings
- HVAC Drawings, Details and Equipment Schedules
- Fire Protection Drawings and Details.
- Electrical Plans and Schedules
- Plumbing Plans
- Filing amendment with JC Building Department
- Leed Documentation Updates

Copies of their proposal are attached for your review. If you have any questions, please feel free to call.

ab



CITY OF JERSEY CITY

DIVISION OF PURCHASING



1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306

TEL. NO. (201) 547-5155

FAX NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O.
NO.

FROM:  Brian F. Weller, L.L.A., Director	PURCHASE ORDER NO. 105366
APPROVED:  2/11/14	REQUISITION NO. R0156815
	ORIGINAL AMOUNT \$1,939,781.00
DEPT./DIV. Public Works/Architecture	BUD. YEAR: 13 FUND: 04 G/L NO: 215
DATE: January 17, 2014	CAFR: 55 SUB LDGR: 886 OBJ: 990
VENDOR NAME Urbahn Architects	VENDOR NO. UR480150

PLEASE ☒ CHANGE ☐ CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

<input checked="" type="checkbox"/> AMOUNT IS WRONG \$ 2,076,281.00	<input checked="" type="checkbox"/> INCREASE BY \$ 125,000.00
<input checked="" type="checkbox"/> IT SHOULD BE \$ 2,201,281.00	<input type="checkbox"/> DECREASE BY \$
<input type="checkbox"/> BUD. YR. <input type="checkbox"/> FUND: <input type="checkbox"/> G/L NO.: IS WRONG	
IT SHOULD BE BUD. YR. <input type="checkbox"/> FUND <input type="checkbox"/> G/L NO.	
<input type="checkbox"/> CAFR: <input type="checkbox"/> SUB LDGR: <input type="checkbox"/> OBJ: IS WRONG	
IT SHOULD BE CAFR: SUB LDGR: OBJ:	
<input type="checkbox"/> VENDOR NUMBER IS WRONG: <input type="checkbox"/>	<input type="checkbox"/>
IT SHOULD BE	LGFS BATCH NO.
<input type="checkbox"/> VENDOR NAME IS WRONG: <input type="checkbox"/>	
IT SHOULD BE	
<input type="checkbox"/> VENDOR ADDRESS IS WRONG: <input type="checkbox"/>	
IT SHOULD BE	
<input type="checkbox"/> SHIPPING CHARGE IS WRONG: \$ IT SHOULD BE \$	

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Municipal Services Complex - Phase II Building Construction and Site Work Administration, Project No. 2009-029B Additional Redesign and Administration Services in connection with the new Municipal Services Complex at 15 Linden Avenue. (See Second Amending Resolution Attached.)

BUYER: _____
REMARKS: _____

PETER FOLGADO
PURCHASING DIRECTOR

COPY:	A - FOR 6 TH COPY OF P.O.	B - FOR ACCTS. & CONTROL	C - BATCH COPY
	D - FOR PURCHASING	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

Silendra Baijnauth

From: Stephen Thomson
Sent: Friday, February 07, 2014 11:07 AM
To: Silendra Baijnauth
Cc: Michael Razzoli; James M. Madden; Bhavini Doshi; Joseph Javier; Brian Weller
Subject: FW: Revised Proposals
Attachments: 140206 Const Admin Ext Proposal.pdf

Hi Danny,

Here is the response from Donn to the email that Bhavini and I sent to him. His proposal is acceptable, except that Joe Javier is sending him two sketches about the Public Space that replace the one sketch that is attached to his proposal. With the sketches corrected, we are good to go to the Council on February 25, 2014. Mike has approved this.

Thanks,

Steve

From: Donn Henry [mailto:henryd@urbahn.com]
Sent: Thursday, February 06, 2014 10:22 AM
To: Bhavini Doshi
Cc: Stephen Thomson; Michael Razzoli; James M. Madden; Jeremy Farrell; Lisa Apesa; Urbahn_Execs; Lorrie Kain
Subject: RE: Revised Proposals

Bhavini

Per your direction, we have modified the fee proposal per your comments below. If acceptable, please provide a notice to proceed with the work of this change to the project. We await your approval and authorization of these services.

Thank you

Donald E. Henry, Jr., RA, LEED AP
Manager
henryd@urbahn.com
212.857.9046

Urbahn Architects PLLC
49 West 37th Street
Sixth Floor
New York, NY 10018
T 212.239.0220
www.urbahn.com

From: Bhavini Doshi [mailto:BDoshi@jcnj.org]
Sent: Friday, January 31, 2014 12:30 PM
To: Donn Henry
Cc: Stephen Thomson; Michael Razzoli; James M. Madden; Jeremy Farrell
Subject: FW: Revised Proposals
Importance: High

Donn,

The following changes must be made to your proposal prior to submission to Council:

Delete: Entire bold faced and italics paragraph on page 1. YOU ARE REQUIRED TO ABIDE BY ALL TERMS OF THE ORIGINAL RFQ AND YOUR PROPOSAL and there will be no decrease of your obligations and responsibilities under the contract documents.

Add: Under "Office Building Public Space Redesign Services", you will add all information noted in your January 16, 2014 letter, which includes but is not limited to, all items noted in your bullet points, LEED documentation and any other responsibilities under your contract documents.

Please advise us of any issues.

Bhavini

From: Stephen Thomson
Sent: Thursday, January 30, 2014 10:55 AM
To: Bhavini Doshi
Subject: FW: Revised Proposals

From: Donn Henry [<mailto:henryd@urbahn.com>]
Sent: Tuesday, January 28, 2014 9:20 PM
To: Stephen Thomson
Cc: Michael Razzoli; Bhavini Doshi; Brian Weller; Joseph Javier; Lisa Apesa; Urbahn_Execs
Subject: RE: Revised Proposals

We will accept your offer which will combine the two proposals for the Const Admin Ext and the Public Space Redesign Efforts for a lump sum fee of \$125,000. Per your request we have reduced the labor effort during Construction Administration and will provide the simplified revisions for the Public Space that you have envisioned for this task. The attached proposal defines the services to be provided.

Please provide your authorization for this service.

Thank you

Donald E. Henry, Jr., RA, LEED AP
Manager
henryd@urbahn.com
212.857.9046

Urbahn Architects PLLC
49 West 37th Street
Sixth Floor
New York, NY 10018
T 212.239.0220
www.urbahn.com

From: Stephen Thomson [<mailto:SThompson@icnj.org>]
Sent: Tuesday, January 28, 2014 2:32 PM
To: Donn Henry
Cc: Michael Razzoli; Bhavini Doshi; Brian Weller; Joseph Javier
Subject: Revised Proposals

Donn,

In response to your revised proposals dated January 16, 2014, we believe your new lump sum price of \$136,808, for the Phase 921 Construction Administration Extension, envisions more senior staff involvement that is necessary to acceptably complete and close out this project within the 15 additional months that is required. In addition, we believe the changes to the public space, entitled Phase 919 Office Building Programming & Redesign Services, for which you have proposed a lump sum price of \$29,935, are minor and can be incorporated within the scope of the Construction Administration Extension pricing. Therefore, we are willing to submit a total lump sum price of \$125,000 for all remaining work to Council for approval. If such pricing is acceptable to you and Urbahn Architects, please provide me with a revised proposal for the scope described in your two most recent proposals dated January 16, 2014. Upon receipt of that revised proposal, we will take steps to place it on the agenda for the next scheduled Council Meeting on February 11, 2014.

If you have any questions, please contact us or Director Razzoli.

Sincerely yours,

Stephen Thomson

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Urbahn Architects PC
30 Sherman Avenue
Glen Ridge, NJ 07028
T 973.639.0194
F 973.639.0077
www.urbahn.com

URBAHN ARCHITECTS

30 October 2013
Revised 27 December 2013
Revised 16 January 2014
Revised 28 January 2014
Revised 6 February 2014

Mr. Joseph Javiar
City of Jersey City
Department of Public Works
Division of Architecture
575 Route 440
Jersey City, NJ
07305

Re: Fee Proposal for Municipal Services Complex
UAI Project #0712.01 Phase 921 Construction Administration Extension
& Public Space Revision

Dear Mr. Javiar:

We are enclosing one copy of our fee proposal to provide additional Construction Administration Services for the above referenced project.

Scope of Work

The Base Contract duration for Package 2 construction was a 20 month period with construction completion set for February 2, 2014. Due to project delays caused by the Agency directed redesign of the 42 inch Sewer Main, Terminal Construction was granted a time extension to May 24, 2014. This represents a 3.75 month or 15 week time extension.

We are hereby requesting an extension of our contract for this phase of service to provide the services required during this extended construction period. The services that are extended are basic construction administration phase and the full time construction site representative tasks in our contract.

Office Building Public Space Redesign Services

This task will provide for the redesign of the Public Hearing Room and JCIA Board Room to include the Corridor into a single large shell space. The attached sketch illustrates the space revisions per the direction of DPW. For this minimal change to the project, sketches will be issued as a Bulletin to the Contractor to make these revisions.

The task will encompass the confirmation of the engineering impact and re-engineering and where required modifications to the following systems:

URBAHN ARCHITECTS

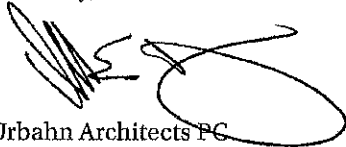
- General Construction Plans, Elevations, Sections and Details.
- Code Compliance Drawings
- HVAC Drawings, Details and Equipment Schedules
- Fire Protections Drawings and Details
- Electrical Plans and Schedules
- Plumbing Plans
- Filing amendment with the JC Building Department
- Revisions to the Energy Model and LEED documentation.

Compensation

The total compensation for the above noted services shall be a not to exceed value of One Hundred Twenty Five Thousand Dollars and no cents (\$125,000.00). These services will be billed on a lump sum basis on a monthly basis.

Please acknowledge acceptance of the proposed service and fee and authorization to proceed with the work by signing and returning the attached copy to this office. If you have any questions about these services or the fee proposal do not hesitate to contact me.

Sincerely,



Urbahn Architects PC
Donald E. Henry Jr., RA LEEDAP
Managing Partner
DEH/deh

Accepted by JC Architecture

Date

Encl.

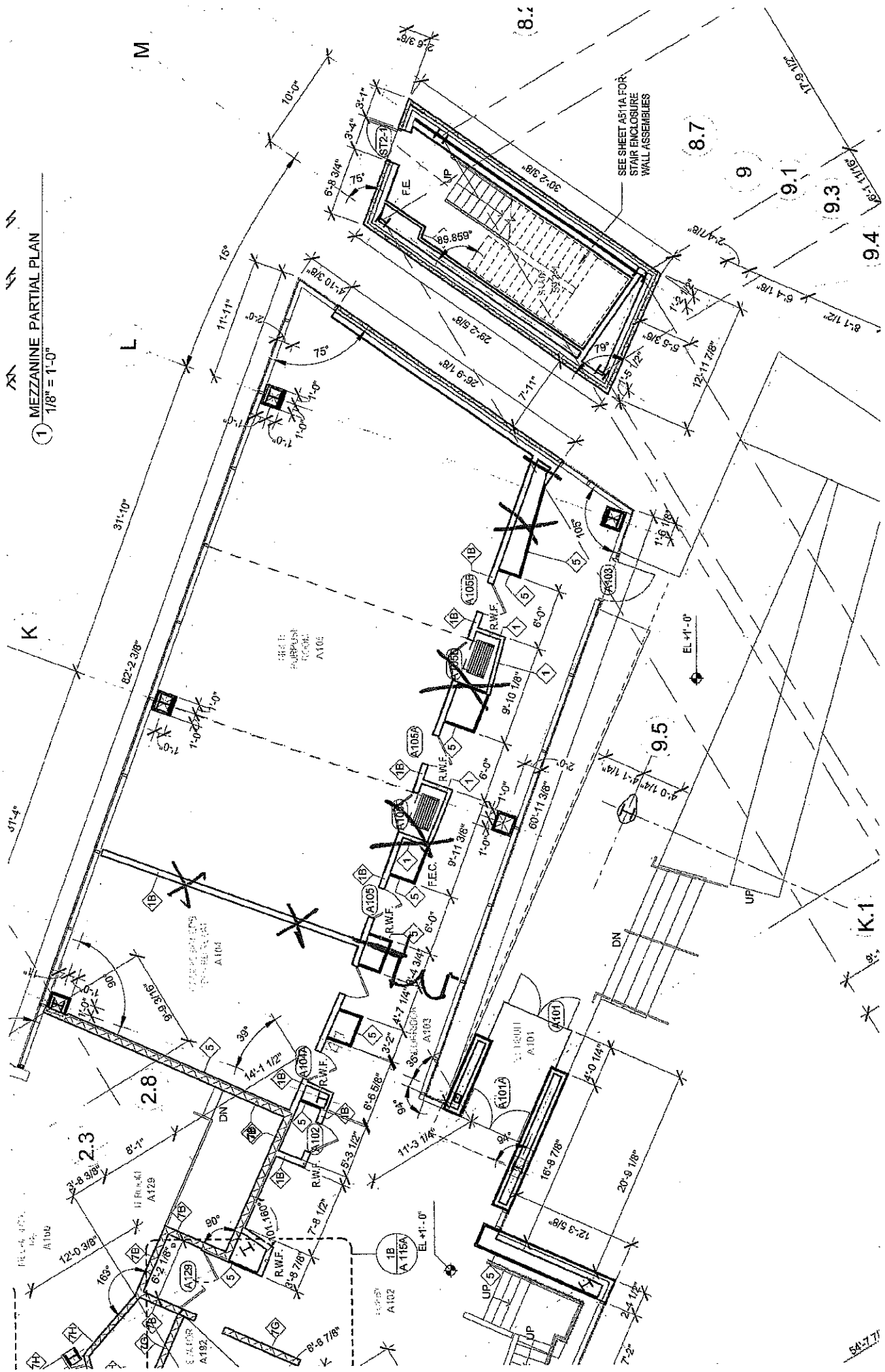
cc:

B. Doshi/DPW

File 0712.01/01

T:\Donn H\0712.09 JC municipal Strategic Plan\131227 Revised Proposals\131227 JC MSC Office Build Reprogram Service\140116 Fee - Copy\140206 Const Admin Ext
Proposal.docx

MEZZANINE PARTIAL PLAN
1/8" = 1'-0"



[illegible]

SEE SHEET A611A FOR
STAIR ENCLOSURE
WALL ASSEMBLIES

54-771

RECEIVED
2003 DEC -4 AM 11:28
DIVISION OF ARCHITECTURE

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Rafael Stein/Vice President

Representative's Signature: 

Name of Company: Urbahn Architects, P.C.

Tel. No.: 973.639.0194

Date: 11/19/2013

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability
Div. of City of

The contractor and the Architecture of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Rafael Stein/Vice President

Representative's Signature: [Signature]

Name of Company: Urbahn Architects, P.C.

Tel. No.: 973.639.0194

Date: 11/19/2013

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Urbahn Architects, P.C.
Address : 30 Sherman Avenue, Glen Ridge, NJ 07028
Telephone No. : 973.639.0194
Contact Name : Rafael Stein

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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Address: 30 Sherman Avenue, Glen Ridge, NJ 07028.
Telephone No. : 973.639.0194
Contact Name: Rafael Stein

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: URBahn ARCHITECTS, P.C.

Trade Name:

Address: 30 SHERMAN AVE
GLEN RIDGE, NJ 07028-1441

Certificate Number: 0100172

Effective Date: October 04, 2001

Date of Issuance: July 30, 2013

For Office Use Only:

20130730101416279

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT ²⁰⁰⁰⁹

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2008

to

15-NOV-2015

URBAHN ARCHITECTS, PC
30 SHERMAN AVENUE
GLEN RIDGE NJ 07028



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Urbahn Architects, P.C. (name of business entity) has not made any reportable contributions in the ****one-year period** preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Urbahn Architects, P.C. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity Urbahn Architects, P.C.

Signed _____

Title: Vice President

Print Name: Rafael Stein

Date: 11/19/2013

Subscribed and sworn before me
this 19th day of Nov, 2013.

My Commission expires: 3/11/2017

Katharine Cunningham
(Affiant)

Katharine Cunningham/Office Manager

(Print name & title of affiant) (Corporate Seal)

KATHARINE ANN CUNNINGHAM
Notary Public - State of New York
No. 01CU6277656
Qualified in New York County
My Commission Expires 3/11/2017

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramohal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarn for Council	Councilperson Michael Yun
Councilperson Joyce R. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Martin D. Stein	40 Montgomery Place, Apt 1, Brooklyn, NY 11215
Rafael A. Stein	282 Shadyside Rd, Ramsey, NJ 07446
Natale V. Barranco	3 William Puckey Dr, Cortlandt Manor, NY 10567
Donald E. Henry Jr.	30 Sherman Avenue, Glen Ridge, NJ 07028
Donald L. Cucinotta	206 St James Place, Brooklyn, NY 11238

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Urbahn Architects, P.C.

Signed: [Signature] Title: Vice President

Print Name: Rafael Stein Date: 11/19/2013

Subscribed and sworn before me this 19th day of November, 2013

My Commission expires: 03/11/2017

[Signature]
 (Affiant)
Katharine Cunningham/Office Manager
 (Print name & title of affiant) (Corporate Seal)

KATHARINE ANN CUNNINGHAM
 Notary Public - State of New Jersey
 No. 01CU627766
 Qualified in New York County
 My Commission Expires 3/11/2017

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

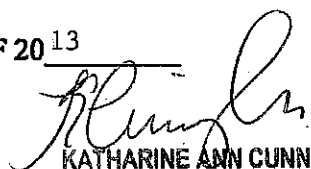
STOCKHOLDERS:

Name	Address	% owned
Martin D. Stein	40 Montgomery Place, Apt #1, Brooklyn, NY 11215	41%
Natale V. Barranco	3 William Puckey Drive, Cortlandt Manor, NY 10566	14.75%
Rafael A. Stein	282 Shadyside Rd, Ramsey, NJ 07446	14.75%
Donald E. Henry Jr.	30 Sherman Avenue, Glen Ridge, NJ 07028	14.75%
Donald L. Cucinotta	206 St James Place, Brooklyn, NY 11238	14.75%

SIGNATURE: _____

TITLE: Rafael Stein/Vice PresidentSUBSCRIBED AND SWORN TO
BEFORE ME THIS DAYNovember 19thOF 20¹³

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New York
MY COMMISSION EXPIRES: 2017
KATHARINE ANN CUNNINGHAM
Notary Public - State of New York
No. 01CU6277656
Qualified in New York County
My Commission Expires 3/11/2017(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.121

Agenda No. 10.P

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DRESDNER ROBIN FOR LSRP ENVIRONMENTAL SERVICES FOR VARIOUS PROPERTIES OWNED BY JERSEY CITY FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) has several underground storage tanks (UST) located around the City that must be either removed or remediated including USTs located at 160 Grand Street/JC Fire Department No. 2 and Caven Point Soccer Field; and

WHEREAS, the City requires the services from a Licensed Site Remediation Professional (LSRP) to manage, oversee and certify the remedial activities on these UST's as required by the recently enacted Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRRA); and

WHEREAS, in response to the City's request for proposals, Dresdner Robin submitted the attached proposal dated October 3, 2013 in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, Dresdner Robin is a pre-qualified engineering firm that provides technical, environmental and civil engineering services for projects such as the LSRP Environmental Services; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Dresdner Robin has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funding in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) is available for this expenditure from

Account No. 04-215-55-863-990 Requisition No. 0164611 P.O. No. 112663 Total \$50,000.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(1); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Dresdner Robin, to provide environmental and engineering services for a total contract amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO DRESDNER ROBIN FOR LSRP ENVIRONMENTAL SERVICES FOR VARIOUS PROPERTIES OWNED BY JERSEY CITY FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

2. The term of the contract shall be twelve (12) months with a final completion date of December 31, 2014.
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i).
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption.
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.
6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Requisition # 0164611

Account No. 04-215-55-863-990

P.O. # 112663

Total Amt. \$50,000.00

Approved: Shyue Cheng
Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: [Signature] 2/11/14.

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.26.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a professional services contract to Dresdner Robin for LSRP environmental services for various properties owned by Jersey City for the Department of Public Works, Division of Architecture, Engineering, Traffic and Transportation.

Project Manager

Department/Division	Public Works	Architecture , Engineering , Traffic & Transportation
Name/Title	Lichuan Wang	Principle Engineer
Phone/email	201 547-5072	Lichuan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City has two current ongoing projects, Caven Point Soccer Field and 160 Grand Street/JC Fire Department No. 2, which were commenced from July, 2012 and must be completed by May, 2014 per NJ DEP requirements. Dresdner Robin was obtained to provide the professional environmental services as the Licensed Site Remediation Professional (LSRP) as well as various underground storage tanks (UST) located around the city that must be either removed or remediated. Last contract expired on July, 2013. New contract must be awarded to Dresdner Robin to continue the service.

The City requires the services from LSRP to manage, oversee and certify the remedial activities on these UST's as required by the recently enacted Site Remediation Reform Act N.J.S.A. 58:10 (SRRA).

Cost (Identify all sources and amounts)

\$50,000.00

Contract term (include all proposed renewals)

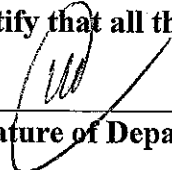
twelve (12) months

Type of award fair/open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-16-14
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE : January 9, 2014

TO : Rolando L. Lavarro Jr., Council President and Council Members

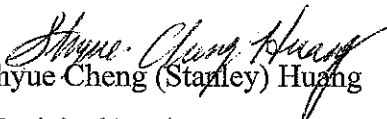
FROM : Shyue Cheng (Stanley) Huang, Municipal Engineer
Brian Weller, Director, Division of Architecture & Engineering


SUBJECT : LSRP Environmental Services
Jersey City Project No. 12-017

The City has two current ongoing projects, Caven Point Soccer Field and 160 Grand Street/JC Fire Department No. 2, which were commenced from July, 2012 and must be completed by May, 2014 per NJ DEP requirements. Dresdner Robin was obtained to provide the professional environmental services as the Licensed Site Remediation Professional (LSRP) as well as various underground storage tanks (UST) located around the city that must be either removed or remediated. Last contract expired on July, 2013. New contract must be awarded to Dresdner Robin to continue the service.

The City requires the services from LSRP to manage, oversee and certify the remedial activities on these UST's as required by the recently enacted Site Remediation Reform Act N.J.S.A. 58:10 (SRRA).

Attached for your consideration is the Resolution authorizing the award of a contract to Dresdner Robin with the amount of \$50,000.00 to provide LSRP services for this project for twelve (12) months with a final completion date of December 31, 2014.


Shyue Cheng (Stanley) Huang
Municipal Engineer


Brian Weller
Director, Div. of Architecture & Engineering

Requisition #**0164611****CITY OF JERSEY CITY**1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306**Assigned PO #****Requisition****Vendor**DRESDNER ROBIN & ASSOCIATES
371 WARREN STREET
P.O. BOX 38
JERSEY CITY NJ 07302
DR165740**Dept. Bill To**ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305**Dept. Ship To**ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305**Contact Info**Lichuan Wang, Prin Eng
2015475072

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	LSRP SERVICES RESOLUTION	04-215-55-863-990	50,000.00	50,000.00

AUTHORIZING THE AWARD OF PROFESSIONAL CIVIL
ENGINEERING SERVICES FOR LICENSED SITE
REMEDATION PROFESSIONAL (LSRP) AS REQUIRED
BY SITE REMEDIATION REFORM ACT N.J.S.A. 58:10
(SRRA) - FOR VARIOUS CITY OWNED SITES

AMOUNT OF PROPOSAL \$50,000.00

AMOUNT OF THIS REQUISITION: \$50,000.00

FUNDING SOURCE: CAPITAL, ENGINEERING ENVIRONMENTAL

Requisition Total 50,000.00

Req. Date: 01/07/2014

Requested By: ODOM

Buyer Id:

Approved By: **This Is Not A Purchase Order**

01/10/14

RESOLUTION FACT SHEET

1. Full Title of Resolution Agreement:

Resolution authorizing the award of a professional services contract to Dresdner Robin for LSRP environmental services for various properties owned by Jersey City for the Department of Public Works, Division of Architecture, Engineering, Traffic and Transportation.

2. Name and Title of Person Initiating the Resolution:

Lichuan Wang, P.E.

3. Concise Description of the Program, Project or Plan Proposed in the Resolution:

The City has several underground storage tanks (UST) located around the city that must be either removed or remediated.

4. Reasons (Need) for the Proposed Program, project, etc:

The City requires the services from a Licensed Site Remediation Professional (LSRP) to manage, oversee and certify the remedial activities on these UST's as required by the recently enacted Site Remediation Reform Act N.J.S.A. 58:10 (SRRA).

5. Anticipated Benefits to the Community:

The City will comply with NJDEP requirements.

6. Cost of Proposed Program:

Total Contract Amount will be \$50,000.00

<u>Funding Source</u>	<u>Amount</u>
Account # <u>04-215-55-863-990</u>	\$50,000.00

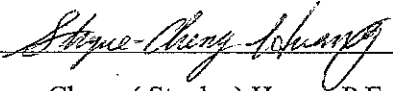
7. Date Proposed Program or Project will Commence:

Design to start upon approval of the resolution.


9. Person Responsible for Coordinating Proposed Program, Project, etc.:

<u>Lichuan Wang, P.E.,</u>	<u>201-547- 5072</u>	<u> </u>
NAME	TELEPHONE	EVENING

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.


Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

11/7/14
Date


Brian Weller, Director;
Div. of Architecture, Engineering, Traffic & Transportation

1.9.14
Date

Michael Razzoli, Director, DPW

Date

April 5, 2012

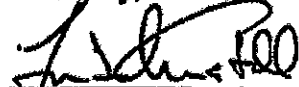
Attn: Peter Folgado
Director of Purchasing
Dept. of Administration, Division of Purchasing
1 Journal Square Plaza; 2nd Floor
Jersey City, NJ 07306

Dear Mr. Folgado;

The undersigned has reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (City), dated April 5, 2012, in connection with the City's need for General Civil Engineering Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of Dresdner Robin Environmental Management, Inc., DBA "Dresdner Robin".

Sincerely,



Fred Worstell, President

DRESDNER ROBIN

4/5/2012

Date



Tony Iannuale, Chief Financial Officer

DRESDNER ROBIN

4/5/2012

Date

DRESDNER ROBIN

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7092 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Dolg Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



CITY OF JERSEY CITY, NJ

DEPARTMENT: Public Works

PURPOSE: General Civil Engineering Services

REQUEST FOR QUALIFICATIONS

DIVISION: Engineering, Traffic & Transportation

DUE DATE: April 5, 2012

SECTION 7: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your Qualification Statement to facilitate the City's review.

CITY OF JERSEY CITY

PROJECT: General Civil Engineering Services, April 2012 – April 2014

RESPONDENT: DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Administration Review
A. Letter of Qualification	<i>[Signature]</i>	
B. Non-Collusion Affidavit properly notarized	<i>[Signature]</i>	
C. Public Disclosure Statement	<i>[Signature]</i>	
D. Mandatory Affirmative Action Language	<i>[Signature]</i>	
E. Americans with Disabilities Act	<i>[Signature]</i>	
F. MWBE Questionnaire	<i>[Signature]</i>	
G. Affirmative Action Compliance Notice	<i>[Signature]</i>	
H. Employee Information Report	<i>[Signature]</i>	
I. Business Registration Certificate	<i>[Signature]</i>	
J. Letter of intent	<i>[Signature]</i>	
K. Original signature(s) on all required forms.	<i>[Signature]</i>	
L. Public Works Contractor Registration	N/A	
M. NJDCA Engineering Firm Registration	<i>[Signature]</i>	
O. Ordinance 08-128 Vendor Affirmation & Signature	<i>[Signature]</i>	

**NON-COLLUSION AFFIDAVIT
STATE OF NEW
JERSEY CITY OF
JERSEY CITY**

Re: General Civil Engineering Services; 4/5/2012

I certify that I am President

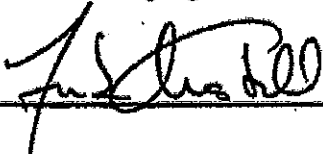
of the firm Dresdner Robin Environmental Management, Inc.

the vendor submitting the Qualification Statement for the above named project, and that I executed the said qualification statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained

in said Qualification Statement and in the statements contained in this affidavit in awarding the contract for the said project.

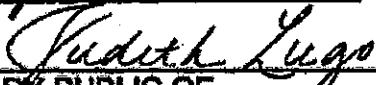
I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of
respondent)



SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

April 5th OF 2012



**NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2013**

**JUDITH LUGO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/17/2013**

October 3, 2013

Mr. Brian Weller
Director of Architecture, Engineering, Traffic & Transportation.
575 Rt. 440,
Jersey City, NJ 07305

**Re: LSRP Environmental Services
DR Proposal No. 13-10-03**

Dear Mr. Weller:

Dresdner Robin is pleased to present the City of Jersey with this proposal for On Call LSRP services of up to \$50,000 for various City owned properties and amends Dresdner Robin's existing contract for On Call LSRP services. All work will be billed on a time and materials basis in accordance with Dresdner Robins 2013 Fee Schedule (attached).

We look forward to working with you. Please contact me if you have any questions at 201.217.9200 x224.

Sincerely,
Dresdner Robin

Douglas Neumann

Douglas Neumann
Director of Environmental Services

DRESDNER ROBIN

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

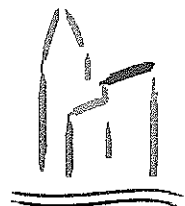
371 Warren St
P.O. Box 38
Jersey City, NJ 07303
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 201
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

7 Doig Rd
Suite 1
Wayne, NJ 07470
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



Dresdner Robin

2013 Fee Schedule

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$230.00
Director	\$194.00
Associate Consultant	\$177.00
Professional VII *	\$160.00
Professional VI *	\$143.00
Professional V *	\$127.00
Professional IV *	\$115.00
Professional III	\$105.00
Professional II *	\$ 95.00
Professional I *	\$ 80.00
Technician IV **	\$105.00
Technician III **	\$ 95.00
Technician II **	\$ 83.00
Technician I **	\$ 77.00
Technician**	\$ 57.00
Administrative Support	\$ 72.00
Survey Crew 2 - person	\$175.00
Survey Crew 3 – person	\$230.00
Licensed Site Remediation Professional (LSRP)	\$194.00
Court Testimony (4 Hour Minimum) Per Hour:	\$278.00
Public Hearing – Meeting/ Testimony Per Meeting	\$700.00

*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

** Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/01/2013

Client's Initials: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.122
Agenda No. 10.Q
Approved: FEB 26 2014
TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF WEINER LESNIAK, LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF JERSEY CITY TO INVESTIGATE THE DISSOLUTION OF THE JERSEY CITY PARKING AUTHORITY

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, the City of Jersey City required the services of an attorney to investigate the dissolution of the Jersey City Parking Authority; and

WHEREAS, the Municipal Council adopted Resolution No. 13-665 authorizing an Agreement with the firm of Weiner Lesniak, LLP; and

WHEREAS, the firm of Weiner Lesniak, LLP is qualified to perform these services and will provide these services at the rate of **\$125 per hour**, including expenses, for a total amount not to exceed **\$20,000**; and

WHEREAS, Weiner Lesniak, LLP will provide a detailed report of the operations and finances of the authority including but not limited to the functions and services provided; the number of employees, salaries, titles and collective bargaining agreements; outstanding debt and assets as well as identifying areas of duplicative services; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Weiner Lesniak, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Weiner Lesniak, LLP from making any reportable contributions during the term of the contract; and

WHEREAS, Weiner Lesniak, LLP has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Weiner Lesniak, LLP has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **14-01-201-20-155-312**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Weiner Lesniak, LLP is hereby amended to increase the Contract by an additional **\$15,000** for a total amount of **\$35,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 14.122Agenda No. 10.Q FEB 26 2014

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT
TO THE FIRM OF WEINER LESNIAK, LLP TO PROVIDE LEGAL SERVICES
TO THE CITY OF JERSEY CITY TO INVESTIGATE THE DISSOLUTION OF
THE JERSEY CITY PARKING AUTHORITY**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. 14-01-201-20-155-312. PO # 111209



Donna Mauer, Chief Financial Officer

:igp
2/19/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

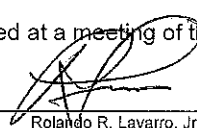
Certification Required ☒Not Required ☐APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

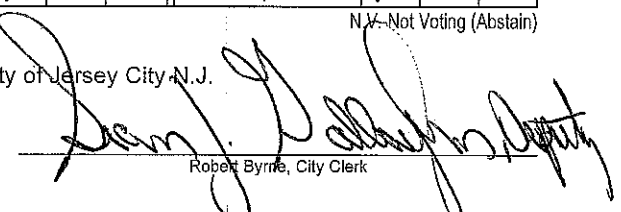
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT
TO THE FIRM OF WEINER LESNIAK, LLP TO PROVIDE LEGAL SERVICES
TO THE CITY OF JERSEY CITY TO INVESTIGATE THE DISSOLUTION OF
THE JERSEY CITY PARKING AUTHORITY**

Project Manager

Department/Division	LAW	LAW
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Due to the complexity of this matter, an additional \$15,000 is required to bring this matter to conclusion.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

2/19/14

AMENDING AGREEMENT

This **Agreement** dated the ____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Weiner Lesniak, LLP** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to investigate the dissolution of the Jersey City Parking Authority and provide a detailed report of the operations and finances of the authority including but not limited to the functions and services provided; the number of employees, salaries, titles and collective bargaining agreements; outstanding debt and assets as well as identifying areas of duplicative services.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **\$125** per hour, including expenses. The total amount of this agreement shall not exceed **\$15,000**.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the

Special Counsel and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most

efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each

of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

Robert Byrne
City Clerk

WITNESS:

City of Jersey City

Robert Kakoleski
Acting Business Administrator

Weiner Lesniak, LLC.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.I.S.A. 19:44A-20.25

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Weiner Leoniak LLP		
Address:	629 Parsippany Road		
City:	Parsippany	State:	N.J.
		Zip:	07054

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Arish Z Rameez

Joseph F. Ranieri

Printed Name _____

Partner

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.25 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page 1 of 1

Vendor Name:

[illegible]

☐ Check here if the information is continued on subsequent page(s)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
 Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Joseph F. Ranieri, Partner
 Representative's Signature: *Joseph F. Ranieri*
 Name of Company: Weiner Lesniak LLP
 Tel. No.: (973) 403-1100 Date: November 13, 2013

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

11/06/2013 11:34 201-547-5230

LAW DEPT

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EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph F. Ranieri, Partner

Representative's Signature: *Joseph F. Ranieri*

Name of Company: Weiner Lesniak LLP

Tel. No.: (973) 403-1100

Date: November 13, 2013

11/05/2013 11:34 201-547-5230

LAW DEPT

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**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Weiner Lesniak LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding October 2013 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Weiner Lesniak LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Weiner Lesniak LLP

Signed: Joseph F. Ranieri Title: Partner

Print Name: Joseph F. Ranieri Date: November 13, 2013

Subscribed and sworn before me
this 13 day of Nov, 2013

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

LOUIS I. KARP, ESQ.
ATTORNEY AT LAW
IN THE STATE OF NEW JERSEY

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the **Weiner Lesniak LLP** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding **October 2013** for approval of the contract by the governing body to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Elmiron Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramohal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yon
Councilperson Joyce B. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Paul M. Weiner, Esq.	629 Parsippany Road Parsippany, New Jersey 07054
Raymond J. Lesniak, Esq.	629 Parsippany Road Parsippany, New Jersey 07054

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Weiner Lesniak LLP
 Signed: Joseph F. Ranieri Title: Partner
 Print Name: Joseph F. Ranieri Date: November 13, 2013

Subscribed and sworn before me this 13 day of November 2013

(Affiant)

My Commission expires:

LOUIS I. KARP, ESQ.
ATTORNEY AT LAW

(Print name & title of affiant) (Corporate Seal)

IN THE STATE OF NEW JERSEY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Weiner Lesniak LLP

Address: 629 Parsippany Road, Parsippany, New Jersey 07054

Telephone No.: (973) 403-1100

Contact Name: Joseph F. Ranieri

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Weiner Lesniak LLP
Address : 629 Parsippany Road, Parsippany, New Jersey 07054
Telephone No. : (973) 403-1100
Contact Name : Joseph F. Ranieri

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.123

Agenda No. 10.R.

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the veterinarian services are to be provided to the Department of Health and Human Services, Division of Health, Animal Control;

WHEREAS, N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required; and

WHEREAS, animal control will obtain such care from a licensed veterinarian, prior to bringing an animal to the shelter; and

WHEREAS, the cost of all these emergency veterinary care shall be the responsibility of the City of Jersey City; and

WHEREAS, Dr. Buchholtz agreed to provide these services for the City for a one year period effective **January 1, 2014 thru December 31, 2014** at rates for services which vary of fees from \$2.00 - \$200.00; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-To-Play Law); and

WHEREAS, the Department Director has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, Dr. Buchholtz has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Buchholtz has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Buchholtz from making any reportable contributions during the term of the contract; and

WHEREAS, Dr. Buchholtz has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Dr. Buchholtz has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the total estimated contract amount is **\$40,000.00**, a temporary encumbrance of \$5,000.00 is available in DH&HS Health Division Operating Current Fund Account No.1-201-27-331-314; the remaining balance will be made available under the City's 2014 calendar year temporary and/or permanent budget; and

City Clerk File No. Res. 14.123Agenda No. 10.R**FEB 26 2014**

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with Dr. Lawrence Buchholtz, of the Animal Clinic and Hospital of Jersey City, in substantially the form attached, for providing veterinarian services in connection with the Animal Control program provided by the Department of Health and Human Services; and
2. This agreement is awarded without competitive bidding as a professional service agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
3. The term of the agreement shall be one year effective as of January 1, 2014 and expiring on December 31, 2014; and
4. Dr. Lawrence Buchholtz shall be compensated at rates which vary of fees from \$2.00 - \$200.00 and the estimated total contract amount is FORTY THOUSAND (\$40,000.00) Dollars; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget.
6. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of the adoption of this resolution.
7. This agreement shall be subject to the condition that Dr. Buchholtz provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DH&HS Health Division Operating Current Fund Account No. 1-201-27-331-314; P.O. # 112713

APPROVED: 

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☐

APPROVED

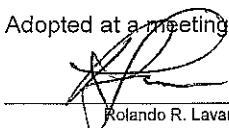
9-0

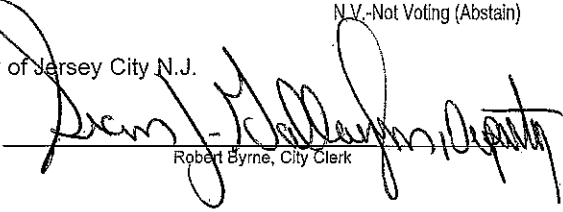
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

Project Manager

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-5114	sflanagan@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Dr. Lawrence Buchholtz will provide veterinary services for the Department of Health & Human Services Health Division Animal Control Program.

Cost (Identify all sources and amounts)

City DHHS Health Division Operating
Current Fund account \$40,000.00

Contract term (include all proposed renewals)

January 1, 2014 – December 31, 2014

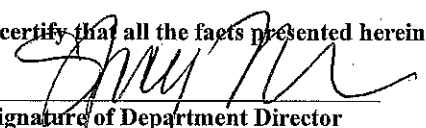
Type of award

If "Other Exception", enter type

Additional Information

Pursuant to N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/19/14
Date

City of Jersey City
Dept. of Health & Human Svcs.
Fiscal Office

From : Kevin Lyons

To: Robert Kakoleski

Date: 2/19/2014

Req. # 0164758

Documentation Attached

<input checked="" type="checkbox"/>	Legislative Fact Sheet
<input checked="" type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	Value of Certification \$17,500
<input checked="" type="checkbox"/>	Contract Agreement
<input checked="" type="checkbox"/>	BRC
<input checked="" type="checkbox"/>	Business Entity Disclosure Certification
<input checked="" type="checkbox"/>	Chapter 271 (P2P)
<input checked="" type="checkbox"/>	P2P Reform Ordinance 08-128
<input checked="" type="checkbox"/>	EEO/AA Requirements
<input type="checkbox"/>	Bid Specifications
<input checked="" type="checkbox"/>	OTHER: License & Insurance

C: Peter Folgado, Purchasing

John Mercer, BA Office

Jeana Abuan, EEO/AA Office

CITY OF JERSEY CITY

Requisition #

0164758

Assigned PO #

Requisition

Vendor
ANIMAL CLINIC & HOSPITAL OF JC
603 WESTSIDE AVENUE
JERSEY CITY NJ 07305

Dept. Bill To
HEALTH DIVISION
1 JOURNAL SQUARE PLAZA, 2ND FL
JERSEY CITY NJ 07306

Dept. Ship To

AN029752

Contact Info
CFrench/NGuivas
2015474850

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	EMERGENCY CARE AND TREATMENT FOR STRAY ANIMALS BEFORE TAKING THEM TO THE ANIMAL SHELTER (K_AGREEMENT)	0120127331314	5,000.00	5,000.00

ESTIMATED TOTAL CONTRACT: \$40,000.00
TEMPORARY ENCUMBRANCE: \$5,000.00

CY 2014 PERIOD OF: 1/1/14 - 12/31/14

PROFSRVC RESO _____, APPROVED _____

PARTIAL PAYMENT VOUCHERS

Requisition Total 5,000.00

Req. Date: 01/14/2014

Requested By: CATHYF

Approved By: _____

Buyer Id: -

This Is Not A Purchase Order


**City of Jersey City
Department of Health and Human Services**

DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Health and Human Services and have knowledge of the goods and services that this department needs.
2. The division of Health, Animal Control is required by N.J.S.A. 8:23A-1.12(e) to inspect all stray or running at-large-animals, confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required. Such care shall be obtained from a licensed veterinarian prior to bringing an animal to the animal shelter.
3. The City informally solicited quotations for services as professional services (EUS) pursuant to N.J.S.A. 40A:11-5(1) (a) (i).
4. Dr. Lawrence Buchholtz is certified and licensed to practice medicine as a veterinarian in the State of New Jersey.
5. The Department of Health and Human Services recommends awarding the contract to Dr. Lawrence Buchholtz.
6. The term of the contract is for one year effective January 1, 2014 thru December 31, 2014.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44a-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2/20/14


Stacey Flanagan, Director DHHS

AGREEMENT

Agreement made this ____ day of _____, 2014, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Dr. Lawrence Buchholz of the Animal Clinic and Hospital of Jersey City, (Dr. Buchholz), 603 Westside Avenue, Jersey City, N.J. 07305;

WHEREAS, the City of Jersey City (City) operates an Animal Control Program through the Department of Health and Human Services, Division of Health and N.J.A.C. 8:23A-1.12(e) requires that Animal Control Officers shall inspect all stray or running-at-large animals confiscated, trapped or impounded in the course of their duties for signs of illness or injury, to determine whether emergency veterinary care is required, and, if so, to immediately obtain such care from a licensed veterinarian.

WHEREAS, Dr. Buchholz is a licensed veterinarian capable of providing such services;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Scope of Services:**

Dr. Buchholz will provide the City with veterinarian services for sick and injured stray animals. The animals will be treated and released to the shelter or humanely euthanized.

2. **Term:**

The term of this Agreement is for one (1) year effective as of January 1, 2014 and terminating on December 31, 2014.

3. **Fee Schedule:**

The City shall pay Dr. Buchholz at rates of \$2.00-\$200.00. The total estimated contract amount payable to Dr. Buchholz is \$40,000.00. Compensation shall be due and payable to Dr. Buchholz upon receipt of a monthly statement by the City outlining services performed and/or rendered by Dr. Buchholz on behalf of the City during that month. The monthly statement from Dr. Buchholz shall specify the number of services executed by Dr. Buchholz during that monthly reporting period in the performance of services on behalf of the City. Said monthly statements must be submitted to the governing body of the City for approval prior to payment.

5. **Insurance:**

If deemed necessary by the City's Risk Manager, Dr. Buchholz shall deliver, within 10 days after receiving a written request from the Risk Manager, certified copies of each of the insurance policies identified below. Each certificate or certificates of such insurance shall name, as an additional insured, the City of Jersey City. Each insurance policy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without giving 30 days written advance notice thereof to the City. Failure to deliver such certificate(s) shall nullify the agreement at the option of the City. The insurance requirements are:

- a) Comprehensive, general liability in the amount of \$1,000,000.
- b) Workers' compensation in the statutory amount of \$100,000.

6. **Termination:**

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Dr. Buchholz shall immediately discontinue services. Dr. Buchholz shall be paid the amount earned by or reimbursable to Dr. Buchholz hereunder to the time specified in said notice. Dr. Buchholz shall have no further claim against the City with respect thereto.

7. **Entire Agreement:**

This Agreement constitutes the entire agreement between City and Dr. Buchholz. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

8. **Assignment:**

Dr. Buchholz shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

9. **Choice of Law:**

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

10. Modification:

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

11. Counter-parts:

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document

12. Paragraph Headings:

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

13. Severability:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement

14. Indulgences:

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

15. Notice:

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Nilda Guivas, Health Officer
1 Journal Square, 2nd Floor
Jersey City, N.J. 07306

Dr. Lawrence Buchholz
603 Westside Avenue
Jersey City, N.J. 07305

16. New Jersey Business Registration Requirements:

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each

subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and User Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et seq.) Or subsection (e.) or (f.) of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

17. Compliance with Affirmative Action Plan:

(a) If the Agreement exceeds \$36,000.00, it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination. N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no service under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00) (Exhibit C attached hereto and incorporated herein by reference).

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$36,000.00

18. City of Jersey City Contractor Pay-to-Play reform Ordinance:

This contract was awarded in accordance with the City of Jersey City Contractor Pay-to-Play reform Ordinance, Section 3-51.1 of the city Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principal have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

19. Political Contribution Prohibition:

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract not awarded

through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when contract is awarded.

20. Chapter 271 Political contribution Disclosure:

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from the public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Animal Clinic and Hospital of Jersey City

By: _____
Business Administrator

By: _____
Dr. Lawrence Buchholz

ATTEST:

ATTEST:

Robert Byrne, City Clerk

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

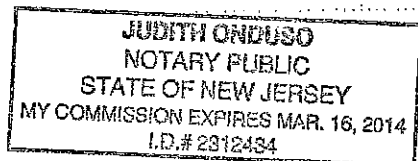
Signed: _____ Title: PRESIDENT

Print Name: LAWRENCE J. BUCHHOLZ Date: DEC. 24, 2013

Subscribed and sworn before me
this 24 day of DEC., 2013.

My Commission expires:

Judith Onduso
(Affiant)
Judith Onduso
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
LAWRENCE J. BUCHHOLTZ	603 WEST SIDE AVE. JERSEY CITY, NJ 07304

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Signed: [Signature] Title: PRESIDENT

Print Name: LAWRENCE J. BUCHHOLTZ Date: 12/24/13

Subscribed and sworn before me this 24 day of Dec., 2013

My Commission expires:

JUDITH ONDUSO
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES MAR. 16, 2014
 I.D.# 2312434

[Signature]
 Judith Onduso
 (Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Part I - Vendor information				
Vendor Name:	ANIMAL CLINIC & HOSPITAL OF JERSEY CITY			
Address:	603 WEST SIDE AVE.			
City:	JERSEY CITY	State:	NJ	Zip:
				07304

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20,26 and as represented by the instructions accompanying this form.


Signature

LAWRENCE J. BUCHTOLZ
Printed Name

PRESIDENT
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

14-

EQUAL EMPLOYMENT OPPORTUNITY (EEO)/ AFFIRMATIVE ACTION (AA) REQUIREMENTS

FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jean F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): DR. LAWRENCE J. BUCHHOLZ

Representative's Signature: [Signature]

Name of Company: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Tel. No.: (201) 435-6424

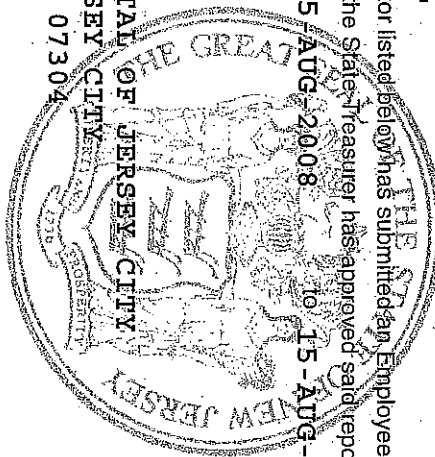
Date: 12/24/13


CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

Certification 42476

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2008 to 15-AUG-2015

ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
603 WEST SIDE AVE JERSEY CITY
JERSEY CITY NJ 07304




State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.


It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): LAWRENCE J. BUCHHOLZ, DVM
Representative's Signature: _____
Name of Company: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
Tel. No.: (201) 435-6424 Date: 10-29-13

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :  **ANIMAL CLINIC & HOSPITAL
OF JERSEY CITY**
603 West Side Avenue
Jersey City, NJ 07304

Address : _____

Telephone No. : (201) 435-6424

Contact Name : ROSELLE G. CAMALIGAN , OFFICE MGR

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise


Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name:  **ANIMAL CLINIC & HOSPITAL
OF JERSEY CITY**

Address: **608 West Side Avenue
Jersey City, NJ 07304**

Telephone No.: **(201) 435-6424**

Contact Name: **ROSALLE G. CAMALIGAN, OFFICE MGR**

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
SALES TAX CERTIFICATE OF AUTHORITY
URBAN ENTERPRISE ZONES ACT
DIVISION OF TAXATION

The qualified business named below is hereby authorized to collect sales tax pursuant to the Urban Enterprise Zones Act. This authorization is good ONLY for the named business at the location specified herein. This authorization is null and void if any change of ownership or address is affected. This certificate authorizes you to collect tax at a reduced rate on retail sales of tangible personal property EXCEPT motor vehicles; certain manufacturing equipment; cigarettes; alcoholic beverages; prepared meals; services; hotel room occupancies; admissions; membership fees; parking fees; natural gas and electricity. See, N.J.A.C. 18:24-31.4.

JERSEY CITY ANIMAL HOSPITAL, I
603 WEST SIDE AVENUE
JERSEY CITY NJ 07304-1709

000017888
xxx-xxx-142/000
11/02/13 TO 11/01/14

This Permit is NOT assignable or transferable

UZ-2
03-12, D205846Z

Director, Division of Taxation



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JERSEY CITY ANIMAL HOSPITAL, INC.
Trade Name:
Address: 603 WEST SIDE AVENUE
JERSEY CITY, NJ 07304-1709
Certificate Number: 0789563
Effective Date: November 16, 2001
Date of Issuance: December 24, 2013

For Office Use Only:

20131224074038195

ATTN: VIVIAN
Fax: (201) 547-5919
From: RO

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Veterinary Medical Examiners

HAS LICENSED

LAWRENCE J. BUCHHOLZ
603 WESTSIDE AVENUE
JERSEY CITY NJ 07304-1709

FOR PRACTICE IN NEW JERSEY AS A(N): **Veterinarian**

05/03/2018 TO 06/30/2018

VALID

29V100406000

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensed Registrant/Certificate Holder

ACTING DIRECTOR

No.SBP2570771

RENEWAL

**BUSINESSOWNERS POLICY
DECLARATIONS**

ISSUE

Item 1. Name and Mailing Address
JERSEY CITY ANIMAL
HOSPITAL INC
603 W SIDE AVE
JERSEY CITY, NJ 07304-1709

Representative:
125900 NICHOLAS V NOBLE AGENCY
170 WASHINGTON AVE
DUMONT, NJ 07628-2339

Item 2. Policy Period:

From: 09/29/2013 To: 09/29/2014

Item 3. You are a: CORPORATION

Type of Coverage: Expanded

Item 4. Your Business/Operation(s) Description: VETERINARIAN OFFICE



FMI Insurance Company

A Stock Company
5 Broad St PO Box 400, Branchville, NJ 07826-0400
973-948-3120 www.fmiweb.com

Subject to all Provisions here and in Consideration of the Premium, We agree to provide this Insurance for the indicated Policy Term/Period

Item 5. Location of Described/Designated Premises

Loc.
01. 603 W SIDE AVE JERSEY CITY HUDSON CO NJ

Item 6. Main Coverages Part I - Business Property and Loss of Business Income
Coverage A & B Deductible: ~~5000~~ 2% Annual Inflation Factor on Buildings *

Location No. 01
A-Building ~~5000~~
B-Business Personal Property ~~5000~~

Wind Deductible
C-Loss of Income ~~5000~~

Extended Rental Income(FM0198)
Month/Days

D-Money and Securities
(limit applies to all locations)
On Premises ~~5000~~
Off Premises ~~5000~~

Part II - Business Liability Limits and Coverages

~~5000~~ Each Occurrence Limit - Coverages E & F
~~5000~~ Aggregate/Total Limits
~~5000~~ Medical Payments (Coverage F Limit) Per Person
~~5000~~ Personal Injury/Advertising Injury Supplemental Coverage Limit

Item 7. Endorsements and Forms Made Part of this Policy:
See Attached Endorsements Schedule

Item 8. Description of Amendment:

Premium
NJ Surcharge

Countersigned: 09/09/2013

Authorized Signature

No. SBP2570771

RENEWAL

**BUSINESSOWNERS POLICY
DECLARATIONS EXTENSION**

ISSUE

Named Insured: JERSEY CITY ANIMAL

Policy Period: From: 09/29/2013 To: 09/29/2014

0404 0103

ADDITIONAL INTERESTS

We cover the following as their interests are indicated below:

Location: 001
Interest: NAMED INSURED
Coverage: BD
Name & JOB LLC
Address: 603 W SIDE AVE
JERSEY CITY, NJ 07304-1709

Loan #:

Location: 001
Interest: ADD'L INSURED PerBU0601
Coverage: GL
Name & JERSEY CITY BOARD OF HEALTH
Address: ANIMAL CONTROL
1 JOURNAL SQ
JERSEY CITY, NJ 07306-4006

Loan #:

Location: 001
Interest: ADD'L INSURED PerBU0601
Coverage: GL
Name & HIGHLAND CAPITAL CORP
Address: C/O AMERICAN LEASE
5 CENTER AVE
LITTLE FALLS, NJ 07424-2224

Loan #:

Location: 001
Interest: MORTGAGEE
Coverage: BD
Name & BANK OF AMERICA NA
Address: &/OR ITS ASSIGNS
600 N CLEVELAND AVE STE 300
WESTERVILLE, OH 43082-6926

Loan #:

Location: 001
Interest: LOSS PAYEE
Coverage: CT
Name & HIGHLAND CAPITAL CORP
Address: C/O AMERICAN LEASE
5 CENTER AVE
LITTLE FALLS, NJ 07424-2224

Loan #:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.124

Agenda No. 10.5

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in 1970 Jersey City and eleven other municipalities in Hudson County formed the Hudson Regional Health Commission (HRHC) to control air-pollution within Hudson County; and

WHEREAS, the HRHC has filed a proposal with the Jersey City Health Officer to expand its services to include a broad range of environmental health services; and

WHEREAS, these services confirm to regulations issued by the New Jersey Department of Environmental Protection under the authority of the County Environmental Health Act, N.J.S.A. 26:3A2-21 et seq.; and

WHEREAS, Hudson Regional Health Commission does provide the following services and activities for the City of Jersey city:

- I. Air Pollution Control: Includes enforcement of state and local codes and response to citizen complaint and air emergencies.
- II. Noise Control Program: Includes enforcement of the state model noise control code.
- III. Hazardous Substance Control Emergency -Response Program: Includes field investigation and inspection of underground tank systems.
- IV. Water Pollution Control: Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- V. Solid Waste Control: Includes inspection of solid waste facilities, investigation of complaints of waste spillage and illegal disposal activity or dumping.
- VI. Right-To-Know Program: Enforces County Right-To-Know Program for industrial buildings in Jersey City.
- VII. Lead Inspection Services: Enforces Regional Environmental Health as recommended by CDC guidelines.

WHEREAS, the Jersey City Health Officer recommends that the City of Jersey City approve the HRHC's proposal to provide additional environmental health services in Jersey City for calendar year 2014 in the amount of \$87,944 dollars; and

WHEREAS, the sum of five thousand dollars (\$5,000.00) is available in DH&HS Health Division Operating Current Fund Account No. 01-201-27-331-314 and the remaining funds will be made available in the CY 2014 temporary and/or permanent budgets.

TITLE:

RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

NOW, THEREFORE, BE IT RESOLVED, that the HRHC be authorized to

1. Provide environmental health services in Jersey City in accordance with a proposal filed with the Jersey City Health Officer; provided, however, that HRHC shall not provide any services in Jersey City unless:
 - (a) the Jersey City Health Office approves the provision of such service;
 - (b) the City Council appropriates the necessary funds to pay for the cost of such service;
2. Adopt, amend and enforce appropriate environmental regulations in Jersey City;
3. Prepare an annual budget proposal and distribute residual program casts among municipalities;
4. The Contract shall be for a one year term effective as of January 1, 2014 thru December 31, 2014 and the total contract amount shall not exceed \$87,944;
5. The City of Jersey City may withdraw its approval of the program authorized by this resolution upon one year's notice to the commission delivered ninety days prior to the commencement of the fiscal year of the commission,

I, Donna Mauer Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in DH&HS Health Division Operating Current Fund Account No..01-201-27-331-314. PO # 112720.

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.26.14</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE HUDSON REGIONAL HEALTH COMMISSION TO ENFORCE LOCAL HEALTH ORDINANCE IN THE JERSEY CITY PURSUANT TO THE COUNTY ENVIRONMENTAL HEALTH ACT

Project Manager

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6806	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Hudson Regional Health Commission will continue to provide services and activities for the City of Jersey city for Air Pollution Control, Noise Control, Hazardous Substance control, Emergency - Response, Water Pollution Control, Solid Waste Control, Right-To-Know Program and Lead Inspection Services.

Cost (Identify all sources and amounts)

City DHHS Health Division Operating
Current Fund account \$87,944.00

Contract term (include all proposed renewals)

January 1, 2014 – December 31, 2014

Type of award Other Exception

If "Other Exception", enter type Pursuant to N.J.S.A. Title 26:3A2-2I

Additional Information

Pursuant to N.J.S.A. Title 26:3A2-2I et al. "The County Environmental Health Act," each county must establish an equivalent of a Dept. Of Environmental Protection and Energy office. This commission must provide air, noise, and water pollution control programs

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

2/19/14

CITY OF JERSEY CITY

Requisition #

0164669

Assigned PO #

Requisition

Vendor
HUDSON REGIONAL HEALTH
595 COUNTY AVENUE, BLDG #1
SECAUCUS NJ 07094

Dept. Bill To
HEALTH DIVISION
1 JOURNAL SQUARE PLAZA, 2ND FL
JERSEY CITY NJ 07306

Dept. Ship To

HU278830

Contact Info
CFrench/NGuivas
2015474850

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCY	0120127331314	5,000.00	5,000.00

PURSUANT TO COUNTY ENVIRONMENTAL HEALTH ACT

ESTIMATED CONTRACT: \$87,944.00

TEMPORARY ENCUBRANCE: \$5,000.00

CY 2014 PERIOD: 1/1/14 - 12/31/14

RESO _____, APPROVED _____

PARTIAL PAYMENT VOUCHERS

Requisition Total 5,000.00

Req. Date: 01/09/2014

Requested By: CATHYF

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.125

Agenda No. 10.1

Approved: FEB 26 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMISSION OF A FIVE YEAR PLAN TO THE COUNTY
HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES BY THE
JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
FUNDING THE JERSEY CITY MUNICIPAL ALLIANCE TO COMBAT ALCOHOL
AND SUBSTANCE ABUSE PROGRAMS**

**COUNCIL AS A WHOLE, OFFERED AND MOVED
ADOPTION** of the following Resolution:

WHEREAS, the Hudson County Department of Health and Human Services, has awarded the City (City) an extension grant in the amount of \$213,903.00 to provide educational and preventative substance programs through June 30, 2014; and

WHEREAS, the County of Hudson was informed by the state funding agency that the funding cycle for the programs will be for five (5) years effective July 1, 2014 and terminate June 30, 2019; and

WHEREAS, to be eligible for continued funding it will be necessary to submit a five (5) year plan; and

WHEREAS, the Jersey City Alliance has completed its plan and wishes to submit same to the County of Hudson for funding consideration; and

WHEREAS, it is important the plan be submitted in a timely manner to ensure funding is provided for programs considered important to the City and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that,

1. The Department of Health and Human Services is authorized to submit the application and five year plan to the County of Hudson in connection with the Jersey City Alliance to Combat Drug & Alcohol Abuse.

APPROVED: [Signature]

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature] Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. FULL TITLE OF RESOLUTION AGREEMENT:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMISSION OF A FIVE YEAR PLAN TO THE COUNTY
HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES BY THE
JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
FUNDING THE JERSEY CITY MUNICIPAL ALLIANCE TO COMBAT ALCOHOL
AND SUBSTANCE ABUSE PROGRAMS**

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:

Stacey Flanagan (201) 547-6560.

3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:

To transition Substance Abuse Education Programs of the Municipal Alliance to a five year funding cycle.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

The County of Hudson was informed by the state funding agency that the funding cycle for the programs will be for five (5) years effective July 1, 2014 and terminate June 30, 2019; and

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Continued education to the Jersey City Community regarding the danger and risks involved with the abuse of drugs and alcohol.

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

The City will provide the mandatory 25% monetary contribution based on the funding amount and a mandatory 75% in-kind support which will be provided by the Municipal Alliance Sub-Grantees.

7. DATE PROPOSED OR PROJECT WILL COMMENCE: July 1, 2014

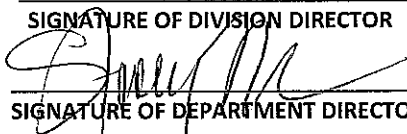
8. ANTICIPATED COMPLETION DATE: June 30, 2019

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:

Stacey Flanagan (201) 547-6560

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

SIGNATURE OF DEPARTMENT DIRECTOR

DATE
2/18/14
DATE

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 1A

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: July 2014

FOR COUNTY USE ONLY	
Approved:	
_____ YES	_____ NO
Date:	

APPLICANT MUNICIPALITY/IES	City of Jersey City	COUNTY:	Hudson
ALLIANCE NAME:	Jersey City Alliance	ALLIANCE WEBSITE:	Not Applicable
ALLIANCE STREET ADDRESS:	Jersey City Department of Health and Human Services - One Journal Square Plaza, 2nd Floor		
TOWN:	Jersey City	STATE:	NJ ZIP: 07306
TELEPHONE:	732-674-5464	FAX:	Not Applicable
ALLIANCE CHAIRPERSON:	Harry Melendez	ALLIANCE COORDINATOR:	Paul Steffens
STREET ADDRESS:	One Journal Square Plaza, 2nd Floor	STREET ADDRESS:	6 Tuscany Circle
TOWN:	Jersey City	STATE:	NJ ZIP: 07306
TOWN:	Manchester	STATE:	NJ ZIP: 08759
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY):			

A) Alliance DEDR Allocation	\$213,903.00
B) Cash Match (must be 25% of DEDR Allocation)	\$53,476.00
C) In-Kind Match (must be 75% of the DEDR Allocation)	\$160,427.00
TOTAL ALLIANCE BUDGET (add A + B + C)	\$427,806.00

City of Jersey City

Steven M. Fulop

*MUNICIPALITY

NAME/ MAYOR

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

*MUNICIPALITY

NAME/TITLE OF GOVERNING
BODY REPRESENTATIVE

SIGNATURE

Harry Melendez

ALLIANCE CHAIRPERSON

SIGNATURE

Dec 31, 2013

DATE

* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019
FORM 1C

STATEMENT OF ASSURANCES

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989,c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified logic model problem sequence.
4. The Municipal Alliance Committee has been consulted in the development of this strategic plan.
5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. The municipality shall provide a plan to the County Alliance Steering Subcommittee to the use of unused or accrued portions of the grant. If such a plan is not presented and accepted, the municipality shall return those funds to the Governor's Council on Alcoholism and Drug Abuse.
13. The facts, figures and representations made in this strategic plan, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

FORM 1D

FISCAL REQUIREMENTS

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The applicant agrees to repay any portion of the amount granted which is not used for the purpose of the grant.
2. The applicant agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
3. The applicant agrees to submit full and complete records on the manner in which the community intends to acquire matching funds in accordance with County Steering Subcommittee regulations.
4. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
5. The applicant agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fundraising goals as requested by the County Alliance Steering Subcommittee.
6. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
7. In the event the applicant fails to generate matching funds at the end of the contract period, the applicant shall submit documentation explaining the failure.
8. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.
9. The municipality or lead municipality will maintain information required about cash and in-kind match.

FORM 2

ALLIANCE VISION AND MISSION

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Municipal Alliance Vision:

A vision statement describes what the Alliance seeks to accomplish. It is the difference between "what is" and "what ought to be".

Example: The vision for Utopia Alliance is a healthy, vibrant community free of misuse and abuse of alcohol, tobacco and other drugs.

Municipal Alliance Vision:

The Jersey City Municipal Alliance Committee to Combat Alcoholism and Drug Abuse seeks to create an environment that promotes and protects the health and wellness of community members.

Municipal Alliance Mission:

A mission statement describes the Alliance's role in making the vision a reality. This statement often explains the unique role the group plays in facilitating a robust community problem solving process directed at substance abuse. This is the vehicle to achieve the vision.

Example: The mission for the Utopia Alliance is to transform the town of Utopia into a community that nurtures youth and families by engaging residents in a process of ongoing community problem solving to reduce substance abuse.

Municipal Alliance Mission:

The mission of the Jersey City Municipal Alliance Committee to Combat Alcoholism and Drug Abuse is to transform the City of Jersey City into a community that nurtures youth and families by engaging the residents in a process of ongoing community prevention, education, and advocacy to reduce substance abuse.

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 3
MUNICIPAL ALLIANCE COMMITTEE MEMBERSHIP LIST

Alliance Name: Jersey City Alliance **County:** Hudson **Grant Year:** 2014 **Last Update:** 12/31/13

INDIVIDUAL REPRESENTATIVE	MAILING ADDRESS AND E-MAIL	TERM	SECTOR
Harry Melendez	One Journal Sq. Plaza Jersey City, NJ	3 Yr.	ALLIANCE CHAIRPERSON
Paul Steffens	One Journal Sq. Plaza Jersey City, NJ	3 Yr.	ALLIANCE COORDINATOR
Elizabeth Castillo	One Journal Sq. Plaza Jersey City, NJ	3 Yr.	JERSEY CITY DHS
Linda Ivory-Green	One Journal Sq. Plaza Jersey City, NJ	3 Yr.	JERSEY CITY DHS
Joanne Rosa	One Journal Sq. Plaza Jersey City, NJ	3 Yr.	JERSEY CITY DHS
Doug Bratton	37 Harmon Cove Towers Secaucus, NJ	3 Yr.	DRUG PREVENTION AGENCY
Yaisa Coronado	37 Harmon Cove Towers Secaucus, NJ	3 Yr.	REGIONAL COALITION
Jennifer Mullan	2039 Kennedy Blvd Jersey City, NJ	3 Yr.	EDUCATION
Aneesa Holliday	2039 Kennedy Blvd Jersey City, NJ	3 Yr.	EDUCATION
Maya Magier	300 Morris Pesin Drive Jersey City, NJ	3 Yr.	YOUTH SERVICE ORGANIZATION
Carmin Tabone	300 Morris Pesin Drive Jersey City, NJ	3 Yr.	YOUTH SERVICE ORGANIZATION
Helen Castillo	176 Mallory Ave Jersey City, NJ	3 Yr.	LOCAL VOLUNTEER GROUP
Jeffrey Campbell	32 Jones St. Jersey City, NJ	3 Yr.	LOCAL VOLUNTEER GROUP
Kim Adams	32 Jones St. Jersey City, NJ	3 Yr.	LOCAL VOLUNTEER GROUP

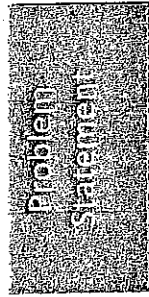
Alliance Name: Jersey City Alliance

County: Hudson

Priority Addressed: Reduce Alcohol Misuse

Last Updated: 8/21/13

Logic Model 2014-2018 Grant Cycle



Please see page 2.

2012 Hudson County Student Survey (HCSS)
2012 NJDHS Middle School Risk and Protective Factors Survey (NJDHS-MSRPFs)
2013 NJDHS Hudson County Chart Book (NJDHS-HCCB)
2011 NJDOE Student Health Survey (NJDOE-SHS)
Data: 2012 NJDOE School Report Cards (NJDOE-SRC)



1 Low Perception of Risk

In 2011, Hudson County alcohol-related treatment admissions = 1,342; 1,119 or 76% were residents 13 to 64 years of age (NJDHS-HCCB).

Data:

LC: Please see page 2.

2

Availability/Access

In 2011, 43% of the students (13-18) surveyed reported having one or more drinks of alcohol within the prior 30 days (NJDOE-SHS).

Data:

LC: Please see page 2.



1 Please see page 2.

2013 NJDHS Hudson County Chart Book

Data:

2

Please see page 2.

Data: 2013 NJDHS Hudson County Chart Book

3

Please see page 2.

Data: 2013 NJDHS Hudson County Chart Book

4

Please see page 2.

Data: 2012 Hudson County Student Survey



Educational Arts Team

Philippine-American Friendship Committee

Hudson Pride

NJCU - PEP

NCADD - Prevention Program

Professional Training Institute

NCADD TAMS Training

Educational Arts Team

Philippine-American Friendship Committee

Hudson Pride

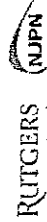
NJCU - PEP

NCADD - Prevention Program

NCADD TAMS Training



As part of Prevention Unification with:





Logic Model 2014-2018 Grant Cycle Data Sheet

All citations should include the data and source. For example:

- In 2010, marijuana admissions ranked 8th in the state and in 2011 it ranked 6th (*DMHAS Substance Abuse Overview*)
- Perception of risk from marijuana use among 11th graders decreased from 83% to 60% from 2006-2012 (*American Drug and Alcohol Survey and Pride Surveys*)
- Key informant interviews and focus group participants reported that marijuana is used recreationally by youth at house parties (*Key Informant Interviews, Focus Groups with Youth, 2012*).

Problem Statement Data:

A significant number of Jersey City residents are problem drinking. 2012 Hudson County Student Survey (HCSS); 2012 NJDHS Middle School Risk and Protective Factors Survey (NJDHS-MSRPF); 2013 NJDHS Hudson County Chart Book (NJDHS-HCCB); 2011 NJDOE Student Health Survey (NJDOE-SHS); 2012 NJDOE School Report (NJDOE-SRC).

Root Cause Data

Root Cause 1:

LC: In 2011, Jersey City alcohol-related treatment admissions = 732; 556 or 76% were residents 13 to 64 years of age (2013 NJDHS Hudson County Chart Book).

Root Cause 2:

LC: In 2012, 20% of the Hudson County students (13-18) surveyed reported having one or more drinks of alcohol the prior 30 days (2012 Hudson County Student Survey).

Local Condition Data

Local Condition 1:

In 2011, Jersey City had the second highest alcohol-related criminal offenses in the State of New Jersey (2013 NJDHS Hudson County Chart Book).

Local Condition 2:

In 2011, Jersey City had the highest alcohol-related treatment admissions in the State of New Jersey (2013 NJDHS Hudson County Chart Book).

Local Condition 3:

In 2009, Jersey City had an alcohol retail outlets availability ratio of 1.06 per 1,000 residents (2013 NJDHS Hudson County Chart Book).

Local Condition 4:

In 2012, 42% of the Hudson County students (13-18) surveyed reported getting alcohol at home (without permission) (2012 Hudson County Student Survey).

FORM 5

Municipal Alliance Committee Capacity Assessment Tool

Alliance Name: Jersey City Alliance

County: Hudson

Grant Year: July 2014

Last Updated: Dec 31, 2013

The assessment tool serves as BOTH a tool to evaluate the current capacity of the Municipal Alliance Committee and a resource to build-up and strengthen the structure and function of the Committee. The goal is to increase the Municipal Alliance's community identity and participation to affect community-wide change.

- At a minimum, the assessment check list must be completed and included in the Strategic Plan and annual updates
- On a quarterly basis, it is recommended that the Municipal Alliance Committee will evaluate their Improvement Plan section.
- At a minimum, the outcomes of the Improvement Plan section will be reviewed by the county at the annual Site Visit.

It is important that the Improvement Plan be reassessed on a regular basis as capacity building is an ongoing and fluid process which is subject to both internal and external changes.

Overall Section Score: Committee Members rate the Municipal Alliance's overall score in each category.
Scores are rated '1 through 5'; 5 is the highest score and 1 is the lowest score.
All categories rated 2 or below must be addressed in the improvement plan section
The committee may choose to strengthen any categories rated '3' or above

Date of Assessment: Dec 31, 2013

Number of members participating in the assessment: 6

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

<i>Category</i>	<i>Considerations</i>	<i>Overall Section Score</i>	<i>Successes/Challenges/Comments</i>	<i>Improvement Plan Steps to build & strengthen structure and function.</i>
A. Membership (see suggested sectors on page 2)	<ol style="list-style-type: none"> 1. All sectors are represented on the committee 2. Community cultural demographics are represented on the committee. 3. The committee encourages collaborations with community partners. 4. Diversity issues are discussed at meetings. 5. Cultural sub-groups are included in all aspects of the SPF (i.e. assessment, planning, implementation, evaluation, etc.) to insure cultural relevance. 6. Members receive copies of membership listing. 	5	Committee successfully addresses the six target areas.	None at this time.
B. Meeting Place/Time & Room Preparation	<ol style="list-style-type: none"> 1. The meeting site is appropriate in size/ location and represents the group as a Municipal government organization. 2. The meeting time fits-in with member schedules. 3. There is adequate signage: Members/ public easily locate the meeting place. 4. There is adequate seating prepared prior to the start of the meeting. The seating arrangement is conducive to discussion. 5. Sign-In Sheets, Agendas, and Hand-Outs are visible and available. 	4	Committee successfully addresses four of the five target areas.	Committee needs to address the issue of adequate signage and the public easily locating the meeting place.
C. Vision & Mission Statements and Bylaws	<ol style="list-style-type: none"> 1. The Municipal Alliance has Vision and Mission Statements. 2. The Municipal Alliance's Bylaws are current. 3. Members have copies of the Vision and Mission Statements and Bylaws. 4. The Vision and Mission Statements are available at each meeting. 	5	Committee successfully addresses the four target areas.	None at this time.

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

<i>Category</i>	<i>Considerations</i>	<i>Overall Section Score</i>	<i>Successes/Challenges/Comments</i>	<i>Improvement Plan Steps to build & strengthen structure and function.</i>
D. Welcome	<ol style="list-style-type: none"> Current literature hand-outs about the Municipal Alliance are on file. Special attention is given to New Members, Public Participants, Presenters, and Visitors at meetings; and they receive Alliance information. Round Table introductions are conducted prior to start of each meeting. 	5	Committee successfully addresses the three target areas.	None at this time.
E. Decision Making	<ol style="list-style-type: none"> A clear summary statement (motion) is presented to members prior to a vote. All members are given an opportunity to express opinions and participate in discussions. 	5	Committee successfully addresses the two target areas.	None at this time.
F. Program Information and Outcomes	<ol style="list-style-type: none"> Members are informed of activity/ program descriptions, progress, and outcomes at each meeting. 	5	Committee successfully addresses the target area.	None at this time.
G. Correspondence	<ol style="list-style-type: none"> Meeting reminders/follow-up and meeting minutes are sent to all members. Alliance Correspondence (Local, County, State) is shared with members. 	5	Committee successfully addresses the two target areas.	None at this time.
H. Training	<ol style="list-style-type: none"> Training opportunities are available for members. Cultural Competency training is provided and new members are oriented. 	5	Committee successfully addresses the target area.	None at this time.
I. Acknowledgements	<ol style="list-style-type: none"> The committee has a process in place for recognizing the efforts of volunteers or community partners. 	5	Committee successfully addresses the target area.	None at this time.

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

Category	Considerations	Overall Section Score	Successes/Challenges/Comments	Improvement Plan Steps to build & strengthen structure and function.
J. Feedback	1. Members are encouraged to make suggestions and share ideas regarding the organizational structure of the committee.	5	Committee successfully addresses the target area.	None at this time.
K. Resources and Collaborations	<ol style="list-style-type: none"> 1. The Municipal Alliance maintains a list of membership resources (See Community Anti Drug Coalitions of America "Capacity Primer" p. 12-18 and Appendix 2 of the Guidelines) 2. The Municipal Alliance informs the governing body of programs and activities. 3. Community organizations are invited to Municipal Alliance Committee meetings to discuss ATOD issues and resources. 4. There is a listing of current Community Resources to build community partnerships. 5. The Municipal Alliance supports other community organizations' ATOD prevention programs. 	5	Committee successfully addresses the five target areas.	None at this time.
L. Subcommittees	1. The Municipal Alliance creates subcommittees when appropriate to achieve the program and activity goals. Relevant non-members are considered for inclusion on the subcommittee.	5	Committee successfully addresses the target area.	None at this time.
M. Other Suggestions	None		Not Applicable	Not Applicable

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 6

ALLIANCE COORDINATION PLAN

(Complete this form if there is a paid Municipal Alliance Coordinator.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Name	PRS Consultants, Inc. - Paul Steffens												
Street Address	6 Tuscany Circle												
City, State Zip	Manchester, New Jersey 08759												
Phone Number	732-674-5464												
E-mail	paulsteffens@comcast.net												
Job Responsibilities: Identify responsibilities of the Coordinator.	Responsibilities include: conducting all Alliance meetings and recording minutes; approving all Alliance expenditures; conducting quarterly subcontractors' site visits; preparing and submitting of all programmatic and fiscal reporting to Hudson County DHHS and participating in annual site visit; attending CASS Meetings; and authoring FY 2015 Alliance plan and subsequent contract revisions.												
Role in the Municipality: Define your role in the municipality and to whom you report. If you are also a municipal employee, please list your title.	Paul Steffens is a paid consultant who has no role in the municipality.												
Coordination Budget and Resources: Complete this section for administrative coordination services only. This does not include any program implementation services. Please provide a detailed breakdown including hourly rate or salary. *Information from this section must be placed on Form 8 under Alliance Coordination.	<table style="width: 100%;"> <tr> <td>DEDR Total</td><td style="text-align: right;">\$36000.00</td></tr> <tr> <td>DEDR-Personnel/Twp Employee</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>DEDR-Consultant</td><td style="text-align: right;">\$36000.00</td></tr> <tr> <td>DEDR-Other Direct Cost</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>Cash Match Total</td><td style="text-align: right;">\$53476.00</td></tr> <tr> <td>In-Kind Total</td><td style="text-align: right;">\$34427.00</td></tr> </table>	DEDR Total	\$36000.00	DEDR-Personnel/Twp Employee	\$0.00	DEDR-Consultant	\$36000.00	DEDR-Other Direct Cost	\$0.00	Cash Match Total	\$53476.00	In-Kind Total	\$34427.00
DEDR Total	\$36000.00												
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DEDR-Consultant	\$36000.00												
DEDR-Other Direct Cost	\$0.00												
Cash Match Total	\$53476.00												
In-Kind Total	\$34427.00												
Program Implementation: Are you also being paid to implement any Alliance programs? If so, please detail the program and responsibilities. Complete this section for program implementation services only. This does not include administrative coordination services. Please provide a detailed breakdown including hourly rate or salary. *Information from this section must also be accounted for as part of the program information included on Form 7 and 8. This does not get included on Form 8 under Alliance Coordination.	<table style="width: 100%;"> <tr> <td>DEDR Total</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>DEDR-Personnel/Twp Employee</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>DEDR-Other Direct Cost</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>DEDR-Consultant</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>Cash Match Total</td><td style="text-align: right;">\$0.00</td></tr> </table>	DEDR Total	\$0.00	DEDR-Personnel/Twp Employee	\$0.00	DEDR-Other Direct Cost	\$0.00	DEDR-Consultant	\$0.00	Cash Match Total	\$0.00		
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DEDR-Personnel/Twp Employee	\$0.00												
DEDR-Other Direct Cost	\$0.00												
DEDR-Consultant	\$0.00												
Cash Match Total	\$0.00												
Grand Total Costs: Add both sections above (Coordination Budget and Resources AND Program Implementation) to provide a grand total.	<table style="width: 100%;"> <tr> <td>DEDR Total</td><td style="text-align: right;">\$36000.00</td></tr> <tr> <td>DEDR-Personnel/Twp Employee</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>DEDR-Consultant</td><td style="text-align: right;">\$36000.00</td></tr> <tr> <td>DEDR-Other Direct Cost</td><td style="text-align: right;">\$0.00</td></tr> <tr> <td>Cash Match Total</td><td style="text-align: right;">\$53476.00</td></tr> <tr> <td>In-Kind Total</td><td style="text-align: right;">\$34427.00</td></tr> </table>	DEDR Total	\$36000.00	DEDR-Personnel/Twp Employee	\$0.00	DEDR-Consultant	\$36000.00	DEDR-Other Direct Cost	\$0.00	Cash Match Total	\$53476.00	In-Kind Total	\$34427.00
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DEDR-Consultant	\$36000.00												
DEDR-Other Direct Cost	\$0.00												
Cash Match Total	\$53476.00												
In-Kind Total	\$34427.00												

PAUL STEFFENS, MA, LCADC
6 Tuscany Circle
Manchester, New Jersey 08759
(732) 674-5464
paulsteffens@comcast.net

EDUCATION:

1989	Jersey City State College Master of Arts in Counseling	Jersey City, New Jersey
1985	Jersey City State College Bachelor of Arts in Accounting	Jersey City, New Jersey

PROFESSIONAL EXPERIENCE:

1991 - Present	PRS Consultants, Inc. Founder/Principal Owner	Manchester, New Jersey
	Founder and Principal Owner of a consultant firm that provides grant writing-related services. Mr. Steffens has personally authored and submitted successful grant applications for the municipalities of Alpha, Belleville, Brick, Garfield, Harrison, Hoboken, Irvington, Jersey City, Knowlton, Lyndhurst, Montague, North Bergen, Northvale, Riverdale, Union City, and West New York, the Harrison Board of Education; the Knowlton Board of Education; the Linden Board of Education, as well as several 501 (c) (3) non-profit organizations.	
1998 - 2004	Catholic Community Services Director of Grants Management	Newark, New Jersey
	Employed as the Director of Grants Management in the Finance Department, leading teams of colleagues through the process of developing grant applications, as well as providing technical and budgetary assistance. Responsible for the annual submission and management of \$40,000,000 in Federal, State and local grant funding.	
1993 - 1996	Jersey City State College Adjunct Professor	Jersey City, New Jersey
	Employed as an Adjunct Professor under the direction of the Dean of Health Education, responsible for providing the core curriculum instruction necessary for graduate students to apply for certification by the New Jersey Department of Education, as a Substance Awareness Coordinator (SAC).	

PAUL STEFFENS
Continued

1988 - 1998	St. Mary Hospital - Giant Step Program Executive Director	Hoboken, New Jersey
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Employed as Executive Director providing leadership for a staff of twenty (20) full-time employees who provided a continuum of substance abuse-related health care, including day treatment and aftercare for adolescents as well as their families and significant others. Responsibilities included: the development, implementation, and enforcement of all policies and procedures, including patient's rights; the planning for, and administration of, the managerial, operational, fiscal, and reporting components of the facility; and the determination of staffing issues including, but not limited to, assessment of staff performance, employment and termination decisions, and credentials review.

PROFESSIONAL LICENSES AND CERTIFICATIONS:

2006 - Present	Board of Marriage and Family Therapy Examiners Licensed Clinical Alcohol and Drug Counselor (LCADC)	Trenton, New Jersey
1993 - 2006	Addictions Certification Board of New Jersey Certified Alcohol and Drug Counselor (CADC)	East Brunswick, New Jersey

PROFESSIONAL AFFILIATIONS:

2012 - Present	Governor's Council on Alcoholism and Drug Abuse - Prevention and Public Awareness Committee
2010 - Present	Union City Municipal Alliance Committee Against Alcohol and Drug Abuse Paid Consultant
2006 - Present	Jersey City Municipal Alliance To Combat Alcohol and Drug Abuse- Paid Consultant
1991 - Present	North Bergen Municipal Alliance Committee Against Alcohol and Drug Abuse Paid Consultant
1991 - Present	West New York Municipal Alliance Committee Against Alcohol and Drug Abuse -Paid Consultant
1991 - 2002	Hoboken Municipal Alliance Committee Against Alcohol and Drug Abuse Paid Consultant

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 7

Alliance Action Plan

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Drug Priority: Problem Drinking

Root Cause: Availability/Access

Local Condition: In 2012, 42% of the Hudson County students (13-18) surveyed reported getting alcohol at home (without permission).

Goal (Long term outcome): By June 30, 2019, Jersey City students (13-18) getting alcohol at home (without permission) will decrease by 50%.

Objective (Intermediate outcome): By June 30, 2016, Jersey City students (13-18) getting alcohol at home (without permission) will decrease by 25%.

Strategies: Provide Information

Strategies: Enhance Skills

Strategies: Provide Support

Strategies: Change Consequences

Strategies:

Plan for Action

Activity/Program: Specific name of activity/program	Educational Arts Team, Inc. - Promoting Healthy Life Choices	
Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	Program staff will be providing (400) hours of substance abuse prevention and education services (workshops, seminars, trainings and drug-free alternative activities) projected to decrease the probability of problem drinking while increasing public recognition for positive behavior (Annual Essay Contest with winners selected and announced by Mayor Steven M. Fulop receiving a free week of Summer Camp).	
When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?	The workshops, seminars, trainings will be scheduled during the school year (September, 2014- June, 2015) and the Summer Camp will be scheduled during the months of July and August, 2014.	
Target Population: Who is this impacting?	Primary Population: Elementary school students Other Population Reached: Community at Large	Primary All Ethnicity: Other Ethnicities Involved:
Community Partners: Who else is collaborating on this project? List partners.	Jersey City private and public school districts, Jersey City Departments of Health and Human Services and Recreation, NCADD (Hudson), Philippine-American Friendship Committee, Hudson Pride Connections, and NJCU.	

Plan for Implementation

Budget and Resources: MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS	DEDR Total \$40000.00 DEDR-Personnel/Twp Employee DEDR-Consultant \$40000.00 DEDR-Other Direct Cost \$0.00 Cash Match Total \$0.00 In-Kind Total \$24000.00
Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume. If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.	Carmine Tabone, Executive Director of the Educational Arts Team will be responsible for implementing the program (Please see attached resume).

Plan for Evaluation

Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?	Short term goals: Increase knowledge, understanding, and public awareness with respect to problem drinking. Process goals: Number of Annual Sessions = 130; Number of Annual Duplicated Participants = 400.
Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post test, survey, questionnaire	Short term goals: Pre/Post Testing, Surveys, and Compliance Feedback. Process goals: Attendance Sheets

CARMINE TABONE

100 Stone Hill Rd. S-11 Springfield, NJ 07081 (973) 378-9260

PROFESSIONAL EXPERIENCE

1974 to Present: Executive Director and Founder of the Educational Arts Team, a private non-profit corporation; Developed, implemented, and operates a city-wide program to teach social skills, literacy, and communication skills to young people of Jersey City using integrated arts.

Project Coordinator (2005-2014) for 3 United States Department of Education three year Arts in Education Model Development and Dissemination grants.

RELATED EXPERIENCE:

2000-2006 Adjunct Professor: New York University graduate course for theatre education students: *"Theatre Practices: Leaders in Educational Theatre."*

1987- 1993 Drama Therapy Leader: Mental Health Clinic, Orange County Jail, Goshen, N.Y.

1984- Present Presenter of numerous workshops at national and international conferences.

2013 Strategies for Persuasive and Opinion Writing.
New Jersey Education Association Conference. Atlantic City, NJ
National Council of English Teachers Conference, Boston, MA.
New Jersey Principals and Supervisors Association Conference, Branchburg, NJ.

2010 Walker, E., Finkelstein, M and C. Tabone. Evaluating School-Based Arts integration Projects: Opportunities and Challenges. American Evaluation Association Annual Meeting. San Antonio, Texas.

EDUCATIONAL BACKGROUND:

Seton Hall University: Ed. S.

New York University: M.A. Educational Theatre

Fordham University: B.A. School of Education

ADDITIONAL TRAINING:

Seton Hall: Non-profit Accounting, Evaluation and Outcomes, Non-profit Management.

Montclair Institute of Psychodrama: Psychodrama Training (5years)

PROFESSIONAL ASSOCIATIONS AND AWARDS:

New Jersey Governor's Award in Arts Education: Distinguished Service to Theater Education

May 2013

American Alliance for Theatre and Education: 2010. *AATE Judith Kase Cooper Honorary Research Award*.

Kappa Delta Pi: An International Honor Society in Education 2003

Special Citation Award: American Association of Theatre for Youth. 1986.

American Theatre Association (Children's Division), Chief Regional Officer for New York, New Jersey, Pennsylvania, Delaware, Maryland and Washington, D.C. 1984-85.

Outstanding Arts in Education Award: City of Jersey City. 1981.

American Alliance for Theatre and Education: Member since 1976. National committee person, 1992-1994. Second Vice-President, overseeing two national conferences, 1998 -1999.

PUBLICATIONS:

The Artful Learner. (2013). United States Department of Education Arts in Education Model Development and Dissemination Project.

Bringing Literature to Life: Theater Strategies and Sample Lesson Plans For Middle School Literacy Handbook. (2010). United States Department of Education Arts in Education Model Development and Dissemination Project.

Magic Circle of Drama, A Handbook of 40 Lesson Plans Integrating Theater Arts Into the Classroom Curriculum. (2008). United States Department of Education Arts in Education Model Development and Dissemination Project.

An Evaluation Assessment of "Pop-Up Puppet Theater": A Project Aimed at Improving the Oral Presentation and Writing Skills of Third Graders, Youth Theatre Journal, Vol. 18, 2004

Addressing Social Issues in the Early Childhood Classroom with Drama, Stage of the Art, Vol. 15, No. 4, summer 2003.

Co-authored with Robert Albrecht, Ph. D.:

Children of the World: A Multi-cultural Drama Program in a Multi-cultural Environment. Youth Theatre Journal, Vol. 5, No. 4, 1991.

Harriet Tubman and the Underground Railroad: A Drama Workshop for Junior High and High School Students, Stage of the Art, Vol. II, No. 3, Spring 2000;

Martians Invade the Classroom: A Workshop in Language Learning, in the Journal of the

Imagination In Language Learning Vol. VI, 2002.

Co-authored with Robert Albrecht and Dina Bruno:

Reporting the Right Thing. The Journal of the Media Ecology Association, Volume 7 • Number 1 • 2008.

Co-authored with Milt Polsky, Ph. D. and Dorothy Schindel:

Drama Activities for K-6 Students: Creating Classroom Spirit. (2006). Rowan and Littlefield Education Publisher, Lanham: MD.

Co-authored with Elaine M. Walker and Gustave Weltsek:

When Achievement Data Meet Drama and Arts Integration. Language Arts, V. 88, No. 5, May 2011. National Council of Teachers of English.

Co-authored with Elaine M. Walker, Lauren Bosworth McFadden, and Martin Finkelstein:
Contribution of Drama-Based Strategies. Youth Theatre Journal, 25: 2-15, 2011. American Alliance for Theatre and Education. Routledge Taylor and Francis Group.

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 7

Alliance Action Plan

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Drug Priority: Problem Drinking

Root Cause: Low Perception of Risk

Local Condition: In 2011, Jersey City had the highest alcohol-related treatment admissions in the State of New Jersey.

Goal (Long term outcome): By June 30, 2016, the number of Jersey City alcohol-related treatment admissions will decrease by 50%.

Objective (Intermediate outcome): By June 30, 2016, the number of Jersey City alcohol-related treatment admissions will decrease by 25%.

Strategies: Provide Information

Strategies: Enhance Skills

Strategies: Provide Support

Strategies: Reduce Barriers/Enhance Access

Strategies: Change Consequences

Plan for Action

Activity/Program: Specific name of activity/program	Philippine American Friendship Committee (PAF-COM)	
Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	Program staff will be providing (350) hours of substance abuse prevention and education services that include but are not limited to: drug-free alternative activities (Basketball After-school Program, and Zumba Classes), and community education and awareness activities (Healthy Aging Program) to address the issue of problem drinking for the benefit of the Asian-American community and the residents of the City of Jersey City as a whole.	
When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?	All Philippine American Friendship Committee prevention and education program services will be provided during the grant funding cycle (July, 1, 2014 - June 30, 2015).	
Target Population: Who is this impacting?	Primary Population: Community at Large Other Population Reached: High school students	Primary Ethnicity: Asian/ Pacific Islander Other Ethnicities Involved:
Community Partners: Who else is collaborating on this project? List partners.	Jersey City Department of Health and Human Services; New Jersey City University; NCADD (Hudson County); New Jersey Chapter of the Philippine Nurses Association of America, and representative from local pharmacies.	

Plan for Implementation

Budget and Resources: MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS	DEDR Total \$35000.00 DEDR-Personnel/Two Employee \$0.00 DEDR-Consultant \$35000.00 DEDR-Other Direct Cost \$0.00 Cash Match Total \$0.00 In-Kind Total \$24000.00
Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume. If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.	Helen Bongon, Program Manager of the Philippine American Friendship Committee will be responsible for implementing the program (Please see attached resume).

Plan for Evaluation

Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?	Short term goals: Increase knowledge, understanding, and public awareness with respect to problem drinking. Process goals: Number of Annual Sessions = 110; Number of Annual Duplicated Participants = 3,000.
Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post test, survey, questionnaire	Short term goals: Pre/Post Testing, Surveys, and Compliance Feedback. Process goals: Attendance Sheets

HELEN C. BONGON
59 Grieco Dr.
Jersey City, NJ 07304
H 201.984.0546 C 201.920.9441

A proven professional with nearly three decades of combined corporate and public sector accomplishments in the areas of scheduling, communication, staff supervision and customer relations. Extensive experience and superior organizational skills capable of working with people at all levels to achieve the goals of the organization.

EMPLOYMENT HISTORY

Program Assistant

May 2011 – Present

Math Department

New Jersey City University, Jersey City, New Jersey

- Responsibilities include but are not limited to: coordinating and tracking of all departmental schedules and activities;
- managing and monitoring the department's fiscal budget and reporting calendar; and the
- maintaining of all undergraduate and graduate student records and files.

Program Assistant

October 2005 – April 2011

Facilities & Construction Management

New Jersey City University, Jersey City, NJ

- Coordinates and maintains maintenance and construction work schedules for 120 person department.
- Maintains calendar and schedule for the AVP of FCM and all top level supervisors in the department
- Collects and analyzes utilities data for the entire campus consisting of 37 accounts
- Receives, evaluates and recommends vendors after RFP based on adherence to specifications and price
- Responsibility for data quality over 6,000 work orders annually requested and performed at the University
- Initiates, tracks and authorizes payment of purchase orders for vendors using the PeopleSoft Epro software module
- Schedules, monitors and reports all DCA annual permit application, trainings and classes for FCM staff
- Maintains DCA log, verifying in-house projects completion status by the FCM Department
- Responsible for the marketing and leasing of all houses owned by University on College Street
- Creates and maintains excel spreadsheets of campus utilities cost for use of the Controller's office

Program Director

Philippine-American Friendship Committee, Inc.

September 2012 – Present

- Supervises and coordinates Municipal Alliance programs
- Manage the Municipal Alliance budget

Executive Director

October 2004 – 2012

Philippine American Friendship Committee, Inc., Jersey City, NJ

- Reporting to the Board of Trustees, responsible for the management of a non-profit with an annual budget of \$300,000
- Coordinates and implements all programs and projects of the organization based on annual budget approved by Board of Trustees
- Serves as Chairperson of committee responsible for raising \$100,000 per year for the City of Jersey City annual Filipino Parade (one of the biggest parade in Jersey City). As Chair responsible for all logistics, coordination with City of Jersey City officials, vendor management and health and safety concerns.
- Grant writer for public sector grants
- Submit quarterly reports to funders

Property Manager

July 2003 – September 2005

Stone Mountain Properties, Short Hills, NJ

- Managed 420 units of residential rental properties in Hoboken, Jersey City, Short Hills and South Orange, NJ
- In-charge of leasing and marketing vacant units
- Dealt with tenant concerns and service requests
- Served as liaison to municipalities and construction offices with regards to permits and COAH
- Hired maintenance staff and contractors for various maintenance and construction projects
- Managed renovations of apartments.

Executive Assistant to the EVP of Production

August 1996 – June 2003

Tommy Hilfiger USA, Inc., New York, NY

- Assisted the EVP on her daily activities such as keeping calendars and meeting schedules
- Directly responsible for full office management of 5 divisions (Men's Sportswear, Women's, Jean's, Junior's and Children's Production)
- Made complex travel arrangements and secured necessary travel documents to multiple countries around the world
- Liaised with overseas buying offices, international and domestic vendors
- Analyzed production and sales reports
- Maintained five production calendars and worked with complex and contingent deadlines
- Prepared budgets and department reports
- Prepared travel expense reports in different currencies
- Organized major events and fund-raisers like fashion shows, golf tournaments and corporate parties

EDUCATIONAL BACKGROUND

BS, Business Administration 1981
University of the Philippines

SKILLS

- Proficient with MS WINDOWS with expertise with EXCEL, WORD, POWERPOINT
- EPRO
- CMMS Systems: Archibus and TMA

QUALIFICATIONS

- Licensed NJ Real Estate Salesperson
- Notary Public of New Jersey

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 7

Alliance Action Plan

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Drug Priority: Problem Drinking

Root Cause: Low Perception of Risk

Local Condition: In 2011, Jersey City had the highest alcohol-related treatment admissions in the State of New Jersey.

Goal (Long term outcome): By June 30, 2016, the number of Jersey City alcohol-related treatment admissions will decrease by 50%.

Objective (Intermediate outcome): By June 30, 2016, the number of Jersey City alcohol-related treatment admissions will decrease by 25%.

Strategies: Provide Information

Strategies: Enhance Skills

Strategies: Provide Support

Strategies: Reduce Barriers/Enhance Access

Strategies: Change Consequences

Plan for Action

Activity/Program: Specific name of activity/program	Hudson Pride Connections Center - Connections to Health	
Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	Program staff will be providing (180) hours of substance abuse prevention and education services that include but are not limited to: drug-free alternative activities, workshops, seminars, professional trainings, healthcare assessments and referrals (as needed) and an information dissemination campaigns to address the issue of problem drinking for the benefit of all residents of the City of Jersey City.	
When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?	All Connections to Health prevention and education program services will be provided during the grant funding cycle (July, 1, 2014 - June 30, 2015).	
Target Population: Who is this impacting?	Primary Population: LGBTQ Other Population Reached: Community at Large	Primary Ethnicity: All Other Ethnicities Involved:
Community Partners: Who else is collaborating on this project? List partners.	NCADD (Hudson), Philippine-American Friendship Committee, NJCU Student Counseling Center-Peers Educating Peers Program, Hyacinth AIDS Foundation, Liberty Health Center, Educational Arts Team and Covenant House.	

Plan for Implementation

Budget and Resources: MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS	DEDR Total \$18000.00 DEDR-Personnel/Twp Employee \$0.00 DEDR-Consultant \$18000.00 DEDR-Other Direct Cost \$0.00 Cash Match Total \$0.00 In-Kind Total \$12000.00
Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume. If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.	David Rosen, Clinical Director of Hudson Pride Connections Center will be responsible for implementing the program (Please see attached resume).

Plan for Evaluation

Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?	Short term goals: Increase knowledge, understanding, and public awareness with respect to problem drinking. Process goals: Number of Annual Sessions = 60; Number of Annual Duplicated Participants = 100.
Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post test, survey, questionnaire	Short term goals: Pre/Post Testing, Surveys, and Compliance Feedback. Process goals: Attendance Sheets

David A. Rosen, DBH, LCSW, C-ASWCM

Home address: 269 8th Street, Jersey City, NJ 07302

Phone: h (201) 239-8188 or c (201) 694-3644

E-mail: darosen72@gmail.com

EDUCATION

Arizona State University, School of Letters and Sciences

D.B.H. [Doctor of Behavioral Health], May 2012

Rutgers, The State University of New Jersey, Graduate School of Social Work

M.S.W. in Direct Practice (concentrations in Case and Group Work), May 1996

Cornell University, School of Agriculture and Life Sciences

B.S. in Biological Sciences (concentrations in Neurobiology and Animal Behavior), May 1994

PROFESSIONAL EMPLOYMENT

- 3/11 – present **Director of Behavioral Care Services (P/T: 5/12-present; DBH clinical preceptorship: 3/11 – 4/12)**
Bell Pharmacy, Edison, NJ
- Program manager for pharmacy-based AADE-accredited Diabetes Education program; Clinical counseling to address behavioral issues negatively impacting patient adherence to prescribed medications; designer/facilitator of psycho-educational groups for treatment adherence and health education; oversight of quality management activities; developed protocols for delivering adherence counseling interventions within a community pharmacy setting.
- 11/02 – present **Clinical Director (P/T)**
Hudson Pride Connections Center, Jersey City, NJ
- Clinical oversight of HIV prevention, social support and mental health services targeting gay, lesbian, bisexual, trans-gendered (LGBT) individuals; county-wide LGBT needs assessment development/analysis; program CQI; intern supervision; HIV+ gay men's support group facilitation; sub-contracted clinical supervisor for Hyacinth AIDS Foundation staff on joint CDC-funded HIV prevention program targeting young MSM of color; grant writing/program development; faculty trainer and CE specialist.
- 5/12 – present **Director of Behavioral Services (P/T)**
IntegratED Pharmacare, LLC, Edison, NJ
- HIV patient medication adherence assessment and counseling; HIV adherence case management; clinical supervision of behavioral care provider staff/interns; grant/report writing; quality management oversight.
- 1/11 – present **Adjunct Faculty Lecturer (P/T)**
Graduate School of Social Work, Rutgers, The State University of New Jersey, New Brunswick, NJ
- Lectured for spring 2011, spring 2012 and spring 2013 elective graduate social work course: *Social Work Perspectives On HIV/AIDS*; revised course curriculum to reflect current evidence-based research, HIV social work interventions and public health policies; designed skills-building and didactic course learning activities; developed course assignments/student projects; selected course readings to enhance classroom learning; assessed student performance; provided students with performance improvement recommendations/support.
 - Developed course curriculum and served as lecturer for new elective graduate social work course offered during fall 2011, winter 2012, spring 2012 and spring 2013 sessions: *Lesbian, Gay, Bisexual, Transgender, and Questioning Issues In Contemporary Society*; Work responsibilities described above with LGBTQ focus.
 - Designed skills-building and didactic course learning activities to serve as Lecturer for Fall 2012 and Fall 2013 foundation graduate social work course: *Human Behavior in the Social Environment*.
- 7/12 – present **Faculty Associate (P/T, on-line)**
School of Letters and Sciences, Arizona State University, Phoenix, AZ
- Designed skills-building and didactic activities to serve as Lecturer for Fall 2012, Spring 2013 and Summer 2013 on-line Doctor of Behavioral Health course: *Healthcare Entrepreneurship*; facilitated on-line group discussions and analyses of required readings; developed/managed eCollege course shell content/postings.
- 9/09 – present **Consultant HIV Program Specialist (P/T)**
UMDNJ-FXB Center, LPS of the NY/NJ AIDS Education & Training Center, Newark, NJ

- Workshop presenter to medical case management and FQHC staff at various clinics in Essex and Hudson Counties on topics such as HIV medical terminology, HIV and addiction and HIV resources.
- New Jersey Department of Health - Family Centered Care Services, Trenton NJ*
- Analyze statewide Ryan White Part D Program QM data and develop narrative report; and conduct statewide Part D patient care needs assessment, analyze data and develop narrative report

6/96 – 8/13

Director of Clinical Services (P/T)

The Institute for Family and Adolescent Services, Raritan, NJ

- Group/individual counseling with substance-using adolescents and their families; addiction screening and health education; staff/intern supervision, utilization review assessments; youth case management.

8/11 – 5/12

Instructional Designer (P/T)

Behavioral Health Doctoral Program, School of Letters & Sciences, Arizona State University, Phoenix, AZ

- Supported teaching activities of on-line faculty for distance learning DBH course in Health Economics during fall 2011 and spring 2012 semesters; facilitated on-line group discussions, graded weekly papers based on group analyses of required readings; developed course shells and managed Blackboard and eCollege e-learning content and postings; served as liaison between students and faculty for questions, comments and issues regarding class activities and assignments.

12/09 – 12/11

Consultant Technical Writer (P/T)

Ernest Mario School of Pharmacy, Rutgers, The State University of NJ, Piscataway, NJ (1/11 – 12/11)

- Grant proposals to fund community pharmacy-based medication adherence disease management program.

University of Medicine and Dentistry of NJ, RWJ AIDS Program, New Brunswick, NJ (3/11 – 12/11)

- Grant proposals for research and service delivery projects for family-centered HIV clinic program.

National Quality Center, New York Department of Health-AIDS Institute, New York, NY (12/09 – 12/10)

- Ryan White Program manual on establishing statewide Cross-Part Quality Management collaboration.

9/00 – 5/09

Assistant Director, Division of AIDS Education (F/T, 4/07 – 5/09)

Interim Director, Division of AIDS Education (F/T, 7/06 – 3/07)

HIV Oral Health, Pharmacy and Case Management Clinical Training Specialist (F/T, 9/00 – 6/06)

UMDNJ-Center for Continuing & Outreach Education-Division of AIDS Education, Newark, NJ

- *As Assistant Director* - HIV CE systems design for medical, nursing, oral health, pharmacy and social service professionals; programmatic oversight for HIV training needs assessment design and analysis, coordinated program planning and activity implementation and evaluation; CQI tool development and analysis for Div activities; psycho-social HIV curricula design; psycho-social HIV training; grant writing and management; programmatic supervision of HIV Clinical Training Specialists; Social Work continuing credit application review and oversight; HIV policy and planning activities for local, state and federal RW Program grantees; Oversight of IRB-approved investigative training/research projects.
- *As Interim Director* - Above duties and in addition, administrative supervision of Division staff; CME and ACPE continuing credit application review/oversight; Fiscal oversight of grant-funded programs.
- *As Training Spec.* - HIV oral health, pharmacy and case management education systems design, implementation and program coordination; NJ statewide HIV oral health and pharmacy training needs assessment development and analysis; CQI development and evaluation for AIDS Education and Training Center (AETC)-funded oral health/pharmacy programs and northern NJ case management programs; HIV curricula development and training; Social Work CE application reviewer.

5/95 – 8/00

Community-Based Medicaid Case Manager for HIV, Eldercare and Disabilities (F/T, 3/97-8/00)

Community-Based Ryan White HIV Case Manager (F/T, 5/95-2/97)

Visiting Nurse Association of Central Jersey, North Brunswick, NJ

- Community-based HIV and other medical home care case management; HIV prevention and adherence counseling; family counseling; client advocacy; budgeting; public health education; resource referrals.

LICENSURES/CERTIFICATIONS

- Licensed Clinical Social Worker (LCSW), State of New Jersey (Lic. #: NJ 44SC 04642400), 8/98-present
- Licensed Master Social Worker (LMSW), State of New York, 5/96-present
- Certification in Advanced Social Work Case Management (C-ASWCM), NASW, 8/00-present

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 7

Alliance Action Plan

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Drug Priority: Problem Drinking

Root Cause: Low Perception of Risk

Local Condition: In 2011, Jersey City had the highest alcohol-related treatment admissions in the State of New Jersey.

Goal (Long term outcome): By June 30, 2016, the number of Jersey City alcohol-related treatment admissions will decrease by 50%.

Objective (Intermediate outcome): By June 30, 2016, the number of Jersey City alcohol-related treatment admissions will decrease by 25%.

Strategies: Provide Information

Strategies: Enhance Skills

Strategies: Provide Support

Strategies: Reduce Barriers/Enhance Access

Strategies: Change Consequences

Plan for Action

Activity/Program: Specific name of activity/program	New Jersey City University - Peers Education Peers Program	
Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	Program staff will be providing (350) hours of substance abuse prevention and education services that include but are not limited to: drug-free alternative activities, workshops, professional didactic lectures and an information dissemination campaigns to address the issue of problem drinking for the benefit of the NJCU student population and the Jersey City community as a whole.	
When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?	All New Jersey City University - Peers Education Peers Program prevention and education program services will be provided during the grant funding cycle (July, 1, 2014 - June 30, 2015).	
Target Population: Who is this impacting?	Primary Population: College students Other Population Reached: High school students	Primary Ethnicity: All Other Ethnicities Involved:
Community Partners: Who else is collaborating on this project? List partners.	Jersey City Department of Health and Human Services, NCADD (Hudson), Philippine-American Friendship Committee, Hudson Pride Connections, and the Educational Arts Team.	

Plan for Implementation

Budget and Resources: MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS	DEDR Total \$35000.00 DEDR-Personnel/Twp Employee \$0.00 DEDR-Consultant \$35000.00 DEDR-Other Direct Cost \$0.00 Cash Match Total \$0.00 In-Kind Total \$24000.00
Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume. If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.	Dr. Jennifer Mullen, Program Coordinator of the New Jersey City University - Peers Education Peers Program will be responsible for implementing the program (Please see attached resume).

Plan for Evaluation

Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?	Short term goals: Increase knowledge, understanding, and public awareness with respect to problem drinking. Process goals: Number of Annual Sessions = 110; Number of Annual Duplicated Participants = 3,000.
Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post test, survey, questionnaire	Short term goals: Pre/Post Testing, Surveys, and Compliance Feedback. Process goals: Attendance Sheets

Jennifer L. Mullan, Psy.D
146 West 29th Street, Apt. 3
Bayonne, NJ 07002
Jmullan2@njcu.edu
Jennyjennm@gmail.com

Education

Doctorate Psy.D 2012	California Institute of Integral Studies, San Francisco, CA Area: Clinical Psychology Dissertation: <i>"Slavery and the Intergenerational Transmission of Trauma in Inner City African American Male Youth: A Model Program-From the Cotton Fields to the Concrete Jungle"</i>
M.A. 2004	New York University, the Steinhardt School of Education, NY, NY. Area: Counseling and Guidance Concentration: Counseling and Community Agencies
B.A. 2001	New Jersey City University, Jersey City, NJ. Major: Psychology Minor and NJ State Certification: Elementary Education

Clinical Experience

January 2009- Present	Psychologist/ Professional Services Counselor Supervisor: Abisola Gallagher, Ed.D New Jersey City University, Jersey City, NJ Counseling Center
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New Jersey City University (NJCU) is a leader in excellent urban education. At NJCU, the majority of the undergraduate and master's level students are First generation College students and continue to live in underserved areas. The Counseling Center offers NJCU students' free and confidential counseling, delivered by qualified, experienced professionals. Both individual and group counseling are available to address students' personal, academic, and vocational concerns. The goal of the center is to assist students' with enhancing their psychological, interpersonal, and intellectual development. The staff works with students' who are facing a myriad of challenges from interpersonal difficulties, family instability or dysfunction, sexual identity, par suicidal and suicidal behaviors, character logical issues, coping with anxiety or depression, loss, academic difficulties, race-based stress, crisis management, and a variety of academic skill workshops. ,Provided short, long term and triage counseling for individuals and groups regarding psychological, social, career, and/or academic concerns.

January 2009-
Present

**Coordinator and Group Clinician, Peers Educating Peers
(PEP) Program**

New Jersey City University, Jersey City, NJ
Counseling Center

The Peers Educating Peers (PEP) Program at New Jersey City University is a student group that provides interactive outreach programming to the campus and local communities on such social issues as substance abuse, diversity, sexually transmitted infections, HIV/AIDS awareness, gang awareness and prevention, healthy relationships and conflict mediation. The purpose of the PEP program is to empower, generally first generation college students, to first empower themselves through maintaining a healthy self-concept, obtaining an education, developing a variety of interpersonal and professional skills, college retention, travel to conferences and network, participate in two personal growth retreats a year and begin building a resume prior to graduation.

Awards

2002 Magna Cum Laude at NYU Steinhardt School of Education
2001 Recipient of the Local 74 SEIU Training and Scholarship Fund
2001 New Jersey City University's Fourth Annual Research Forum
2000 Who's Who in American Universities & Colleges
1999 Minority Academic Career (MAC)/ McNair Fellowship & Research

Membership in Professional Organizations

American Counseling Association	(member)
American Psychological Association	(member)
New Jersey Psychological Association	(member)
Latino Psychological Association of New Jersey (LPANJ)	(member)
Society for the Study of Ethnic Minority Issues, Div. 45	(member)
Society of Group Psychology and Group Psychotherapy Div. 49	(member)
Trauma Psychology, Div. 56	(member)
Bacchus & Gamma Peer Education Network	(member)

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 7

Alliance Action Plan

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Drug Priority: Problem Drinking

Root Cause: Availability/Access

Local Condition: In 2012, 42% of the Hudson County students (13-18) surveyed reported getting alcohol at home (without permission).

Goal (Long term outcome): By June 30, 2019, JC students (13-18) having one or more drinks of alcohol within the prior 30 days will decrease by 50%.

Objective (Intermediate outcome): By June 30, 2016, JC students (13-18) reported getting alcohol at home (without permission) will decrease by 25%.

Strategies: Provide Information

Strategies: Enhance Skills

Strategies: Provide Support

Strategies: Change Consequences

Strategies:

Plan for Action

Activity/Program: Specific name of activity/program	NCADD of Hudson County - Community Prevention Education	
Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	Program staff will be providing (246) hours of substance abuse prevention and education services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking and parent workshops designed to educate parents on how to keep alcohol out of the hands of their youth. These services will target the reduction of youth alcohol use, specifically access to alcohol in the home.	
When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?	These educational components will be scheduled during the school year (September, 2014- June, 2015).	
Target Population: Who is this impacting?	Primary Population: Middle school students Other Population Reached: Community at Large	Primary Ethnicity: All Other Ethnicities Involved:
Community Partners: Who else is collaborating on this project? List partners.	Jersey City private and public school districts, Jersey City Departments of Health and Human Services and Recreation, PAF-COM, Hudson Pride Connections, Educational Arts Team and NJCU.	

Plan for Implementation

Budget and Resources: MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS	DEDR Total \$24600.00 DEDR-Personnel/Twp Employee \$0.00 DEDR-Consultant \$24600.00 DEDR-Other Direct Cost \$0.00 Cash Match Total \$0.00 In-Kind Total \$24000.00
Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume. If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.	Doug Bratton, Executive Director of NCADD of Hudson County will be responsible for implementing the program (Please see attached resume).

Plan for Evaluation

Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?	Short term goals: Increase knowledge, understanding, and public awareness with respect to problem drinking. Process goals: Number of Annual Sessions = 80 Number of Annual Unduplicated Participants = 400
Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post test, survey, questionnaire	Short term goals: Pre/Post Testing, Surveys, and Compliance Feedback. Process goals: Attendance Sheets

DOUG BRATTON

17 Crestmont Drive
Dover, NJ 07801

(973) 784-3515

EDUCATION: Auburn University, Auburn, AL
BA in Social Work, *summa cum laude*, June 1995
Auburn University Honors Program

PROFESSIONAL EXPERIENCE:

- 9/08 - Present Partners In Prevention
Executive Director (July 2011 to Present)
Programs Director (September 2008 to June 2011)
- ◆ Oversee programmatic and fiscal day-to-day operations
 - ◆ Serve on various committees of the Board of Trustees
 - ◆ Serve on various committees for the County of Hudson & on various municipal alliances
 - ◆ Supervise senior staff leadership team
 - ◆ Secure various contracts/grants for the agency
 - ◆ Manage federal, state, and local grants
- 11/02 - 8/08 Bratton Consulting Services
Founder & President
- ◆ Coordinated ROCS Program for New Jersey Dept. of Health and Senior Services
 - ◆ Coordinated REBEL Statewide Events and Trainings for New Jersey Dept. of Health and Senior Services
 - ◆ Managed organization budget of over \$300,000 and supervise numerous staff, trainers, and consultants
 - ◆ Provided individualized bullying and ATOD prevention trainings for a variety of clients
 - ◆ Presented at numerous prevention conferences and for various school districts
 - ◆ Clients included: NCADD, North Jersey Area; Partners In Prevention; Princeton Center for Leadership Training; Lindsey Meyer Teen Institute; New Jersey Department of Health and Senior Services - Comprehensive Tobacco Control Program
- 8/99 - 11/02 National Council on Alcoholism and Drug Dependence, North Jersey Area, Inc.
Teen Institute of the Garden State (TIGS) Director
- ◆ Managed department budget of over \$750,000
 - ◆ Supervised and evaluated performance of full-time and part-time staff
 - ◆ Managed all state-level government grants for NCADD, North Jersey Area, Inc.
 - ◆ Coordinated Statewide training program for over 100 New Jersey high schools, middle schools, and colleges

1/97 - 3/99

Somerset Hills YMCA

Director of Community Outreach

- ◆ Founded Somerset Hills YMCA Community Outreach Department
- ◆ Served on Municipal Alliance Against Substance Abuse in Somerset Hills and Bernards Twp.
- ◆ Established and coordinated numerous substance abuse prevention, delinquency prevention, and community service programs including QUEST (winner of YMCA of the USA New York Resource Management Center for Outstanding Innovative New Program)
- ◆ Supervised staff and volunteers for numerous programs
- ◆ Served as advisor for New Jersey Middle School Peer Leadership Initiative state-wide substance abuse prevention program sponsored by the Princeton Center for Leadership Training and the Teenage Advisory Council (TAC—winner of Somerset County STAR Award for Outstanding Youth Volunteer Program)
- ◆ Served as staff liaison for various Committees of the Board of Directors

4/95-1/97

National Council on Alcoholism and Drug Dependence, North Jersey Area, Inc.

Teen Institute of the Garden State (TIGS) Project Advisor

- ◆ Coordinated state-wide prevention training for over 500 high school students
- ◆ Provided follow-up technical assistance to over 50 New Jersey high schools
- ◆ Trained adult advisors, youth volunteers, and college staff
- ◆ Assisted with College Track training for New Jersey college students
- ◆ Served as keynote and workshop presenter at numerous conferences and trainings
- ◆ Recruited community and school groups for numerous training programs

**ADDITIONAL
AFFILIATIONS
and TRAINING:**

- ◆ National Association of Teen Institutes (NATI) Board of Directors 2000-03
- ◆ Completed all coursework for Prevention Specialist Certification
- ◆ Completed New Jersey/CADCA Coalition Academy

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 7

Alliance Action Plan

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Drug Priority: Problem Drinking

Root Cause: Low Perception of Risk

Local Condition: In 2011, Jersey City had the highest alcohol-related treatment admissions in the State of New Jersey.

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Strategies: Provide Information

Strategies: Enhance Skills

Strategies: Provide Support

Strategies: Reduce Barriers/Enhance Access

Strategies: Modify Policy

Plan for Action

Activity/Program: Specific name of activity/program	NCADD of Hudson County - Professional Training Institute	
Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	NCADD of Hudson County will organize and implement a series of (12) didactic workshops on substance abuse prevention and education related topics for the benefit of the series participants. Topics will include but not be limited to: drug identification, family issues, signs and symptoms, legal aspects, and community resources and networking.	
When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?	All Professional Training Institute workshops will be provided during the grant funding cycle (July, 1, 2014 - June 30, 2015).	
Target Population: Who is this impacting?	Primary Population: Community at Large	Primary All Ethnicity:
	Other Population Reached:	Other Ethnicities Involved:
Community Partners: Who else is collaborating on this project? List partners.	Jersey City Department of Health and Human Services, Philippine-American Friendship Committee, NJCU - Peers Educating Peers Program, Educational Arts Team and the Hudson Pride Connections Center.	

Plan for Implementation

Budget and Resources: MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS	DEDR Total \$19303.00 DEDR-Personnel/Two Employee DEDR-Consultant \$19303.00 DEDR-Other Direct Cost \$0.00 Cash Match Total \$0.00 In-Kind Total \$12000.00
Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume. If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.	Doug Bratton, Executive Director of NCADD of Hudson County will be responsible for implementing the program (Please see attached resume).

Plan for Evaluation

Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?	Short term goals: Increase knowledge, understanding, and public awareness with respect to problem drinking. Process goals: Number of Annual Sessions = 12; Number of Annual Duplicated Participants = 480.
Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post test, survey, questionnaire	Short term goals: Pre/Post Testing, Surveys, and Compliance Feedback. Process goals: Attendance Sheets

DOUG BRATTON

17 Crestmont Drive
Dover, NJ 07801

(973) 784-3515

EDUCATION: Auburn University, Auburn, AL
BA in Social Work, *summa cum laude*, June 1995
Auburn University Honors Program

PROFESSIONAL EXPERIENCE:

9/08 - Present Partners In Prevention
Executive Director (July 2011 to Present)
Programs Director (September 2008 to June 2011)

- ◆ Oversee programmatic and fiscal day-to-day operations
- ◆ Serve on various committees of the Board of Trustees
- ◆ Serve on various committees for the County of Hudson & on various municipal alliances
- ◆ Supervise senior staff leadership team
- ◆ Secure various contracts/grants for the agency
- ◆ Manage federal, state, and local grants

11/02 - 8/08 Bratton Consulting Services
Founder & President

- ◆ Coordinated ROCS Program for New Jersey Dept. of Health and Senior Services
- ◆ Coordinated REBEL Statewide Events and Trainings for New Jersey Dept. of Health and Senior Services
- ◆ Managed organization budget of over \$300,000 and supervise numerous staff, trainers, and consultants
- ◆ Provided individualized bullying and ATOD prevention trainings for a variety of clients
- ◆ Presented at numerous prevention conferences and for various school districts
- ◆ Clients included: NCADD, North Jersey Area; Partners In Prevention; Princeton Center for Leadership Training; Lindsey Meyer Teen Institute; New Jersey Department of Health and Senior Services - Comprehensive Tobacco Control Program

3/99 - 11/02 National Council on Alcoholism and Drug Dependence, North Jersey Area, Inc.
Teen Institute of the Garden State (TIGS) Director

- ◆ Managed department budget of over \$750,000
- ◆ Supervised and evaluated performance of full-time and part-time staff
- ◆ Managed all state-level government grants for NCADD, North Jersey Area, Inc.
- ◆ Coordinated Statewide training program for over 100 New Jersey high schools, middle schools, and colleges

1/97 - 3/99

Somerset Hills YMCA
Director of Community Outreach

- ◆ Founded Somerset Hills YMCA Community Outreach Department
- ◆ Served on Municipal Alliance Against Substance Abuse in Somerset Hills and Bernards Twp.
- ◆ Established and coordinated numerous substance abuse prevention, delinquency prevention, and community service programs including QUEST (winner of YMCA of the USA New York Resource Management Center for Outstanding Innovative New Program)
- ◆ Supervised staff and volunteers for numerous programs
- ◆ Served as advisor for New Jersey Middle School Peer Leadership Initiative state-wide substance abuse prevention program sponsored by the Princeton Center for Leadership Training and the Teenage Advisory Council (TAC—winner of Somerset County STAR Award for Outstanding Youth Volunteer Program)
- ◆ Served as staff liaison for various Committees of the Board of Directors

4/95-1/97

National Council on Alcoholism and Drug Dependence, North Jersey Area, Inc.
Teen Institute of the Garden State (TIGS) Project Advisor

- ◆ Coordinated state-wide prevention training for over 500 high school students
- ◆ Provided follow-up technical assistance to over 50 New Jersey high schools
- ◆ Trained adult advisors, youth volunteers, and college staff
- ◆ Assisted with College Track training for New Jersey college students
- ◆ Served as keynote and workshop presenter at numerous conferences and trainings
- ◆ Recruited community and school groups for numerous training programs

**ADDITIONAL
AFFILIATIONS
and TRAINING:**

- ◆ National Association of Teen Institutes (NATI) Board of Directors 2000-03
- ◆ Completed all coursework for Prevention Specialist Certification
- ◆ Completed New Jersey/CADCA Coalition Academy

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 7

Alliance Action Plan

(Complete one form for each intervention to be addressed by the Alliance.)

Alliance Name: Jersey City Alliance

County: Hudson

Last Updated: Dec 31, 2013

Drug Priority: Problem Drinking

Root Cause: Low Perception of Risk

Local Condition: In 2011, Jersey City had the highest alcohol-related treatment admissions in the State of New Jersey.

Goal (Long term outcome): By June 30, 2019, Jersey City alcohol-related treatment admissions will decrease by 50%.

Objective (Intermediate outcome): By June 30, 2016, Jersey City alcohol-related treatment admissions will decrease by 25%.

Strategies: Provide Information

Strategies: Enhance Skills

Strategies: Provide Support

Strategies: Change Consequences

Strategies: Modify Policy

Plan for Action

Activity/Program: Specific name of activity/program	NCADD of Hudson County - TAMS (Techniques for Alcohol Management) Training	
Brief Description: What is the main purpose of this activity? What will participants/target population learn? How will they benefit?	Program staff will be providing (60) hours of substance abuse prevention and education services by coordinate two TAMS trainings in the City of Jersey City. The trainings will be designed to educate alcohol licensees on properly checking ID, responsibly serving patrons, and other risk management tools that are utilized in the day-to-day operations of the business.	
When, Where, and How: When will this take place? What is the timeframe for this activity/program? How much? How often?	NCADD Hudson will coordinate the 2 TAMS training programs during the grant funding cycle (July, 1, 2014 - June 30, 2015).	
Target Population: Who is this impacting?	Primary Population: Community at Large Other Population Reached:	Primary All Ethnicity: Other Ethnicities Involved:
Community Partners: Who else is collaborating on this project? List partners.	City of Jersey City and local alcohol licensees.	

Plan for Implementation

Budget and Resources: MUST PROVIDE BREAKDOWN WITH ESTIMATED DETAILS	DEDR Total \$6000.00 DEDR-Personnel/Twp Employee \$0.00 DEDR-Consultant \$6000.00 DEDR-Other Direct Cost \$0.00 Cash Match Total \$0.00 In-Kind Total \$6000.00	
Responsible Members for Implementation: Who is implementing this program & what are their credentials? Provide resume. If not identifying the exact person / provider, what are the qualifications you will be seeking for the position(s)? Provide job description.	Doug Bratton, Executive Director of NCADD of Hudson County will be responsible for implementing the program (Please see attached resume).	

Plan for Evaluation

Measure Process and Outcome Indicators: Process goals: # of sessions, # of unduplicated people attending each session Short term goals: What would you learn/benefit?	Short term goals: Increase knowledge, understanding, and public awareness with respect to problem drinking. Process goals: Number of Annual Sessions = 2 Number of Annual Unduplicated Participants = 100
Tools/Instruments use to collect information: Process tools: Attendance sheets Short term tools: Pre/post test, survey, questionnaire	Short term goals: Pre/Post Testing, Surveys, and Compliance Feedback. Process goals: Attendance Sheets

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- ◆ Secure various contracts/grants for the agency
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4/95-1/97

National Council on Alcoholism and Drug Dependence, North Jersey Area, Inc.

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**ADDITIONAL
AFFILIATIONS
and TRAINING:**

- ◆ National Association of Teen Institutes (NATI) Board of Directors 2000-03
- ◆ Completed all coursework for Prevention Specialist Certification
- ◆ Completed New Jersey/CADCA Coalition Academy

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2019

FORM 8 - ALLIANCE BUDGET

Alliance Name: Jersey City Alliance		County:	Hudson	Grant Year: July 2014	Last Updated:	Dec 31, 2013
PROGRAM	DEDR AWARD TOTAL	HEROIN/DEDR CO	CASH MATCH	IN-KIND	PROGRAM TOTAL	
Alliance Coordination	\$36,000.00		\$36,000.00		\$34,427.00	\$123,903.00
Educational Arts Team	\$40,000.00		\$40,000.00		\$24,000.00	\$64,000.00
PAF-COM	\$35,000.00		\$35,000.00		\$24,000.00	\$59,000.00
Hudson Pride	\$18,000.00		\$18,000.00		\$12,000.00	\$30,000.00
New Jersey City University (PEP)	\$35,000.00		\$35,000.00		\$24,000.00	\$59,000.00
NCADD - Community Prevention Education	\$24,600.00		\$24,600.00		\$24,000.00	\$48,600.00
Professional Training Institute	\$19,303.00		\$19,303.00		\$12,000.00	\$31,303.00
NCADD - TAMS Training	\$6,000.00		\$6,000.00		\$6,000.00	\$12,000.00
TOTAL EXPENSES	\$213,903.00		\$213,903.00		\$160,427.00	\$427,806.00
BUDGET MODIFICATION - SIGNATURES ONLY REQUIRED FOR BUDGET MODIFICATION						
FROM:		TO:				
Program Name	Category*	Amount Moved	Program Name	Category*	Amount Moved	
			* Category must be one of the following: DEDR Personnel/Twp. Employee, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind			
Justification:						
X	Alliance Chairperson	Date	X	County Alliance Coordinator	Date	
X	Municipal CFO	Date	X	GCADA, Director of Prevention and Training	Date	

COUNTY OF HUDSON
DEPARTMENT OF HEALTH & HUMAN SERVICES
STANDARD LANGUAGE DOCUMENT

This CONTRACT is effective as of the date recorded on the signature page between the County of Hudson and the Provider Agency identified on the signature page.

WHEREAS the County of Hudson (the County) has been duly designated under the authority of NJSA 30:1A-1, 30:1-11, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the County to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this contract; and

WHEREAS the County desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the County and the Provider Agency agree as follows:

I. Definition

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.06 Audit or on the basis of a County monitoring or evaluation of the Contract.

Section 2.02 Referenced materials. Upon written request of the Provider Agency, the County shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(s).

Section 3.303 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive order pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder. Failure to comply with the laws, rules and regulations referenced above shall be ground to terminate this Contract.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 State Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the State including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.05 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal and accounting controls over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency;
- (g) procedures consistent with the provisions of any applicable County policies and procedures for determining the reasonableness, allowability and allocability of costs under the Contract.

Section 3.06 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and subcontracts may be subject to audit by the County, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination. The Provider Agency is subject to audit up to four years after Termination of the Contract. If any audit has been begun but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The County may require submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with general accepted auditing standards as specified in the Statements on Auditing Standards as specified by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

VI. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by County and shall be subject to a final audit under Section 3.06 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es), the Provider Agency shall impose no fees or charges of any kind upon recipients of Contract services.

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the county may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defence (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or other working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defence of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

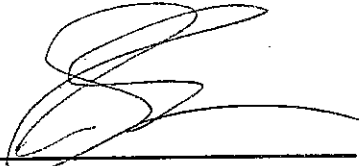
Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a father exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The Provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the Office of Finance and Accounting. The Contract shall not be valid or binding and no payment(s) will be approved until the County is in receipt of a properly executed Contract from the Provider Agency.

CONTRACT SIGNATURES AND DATES

The terms of this Contract and the attached Addendum and Guidelines have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the contract set for on the preceding pages in Articles I through V, the attached Addendum and Guidelines, and any related Annexes.

BY:


(Signature)

Steven M. Fulop
(type name)

TITLE: Mayor
(type)

PROVIDER
AGENCY: City of Jersey City
(type)

DATE: December 31, 2013

BY:

(Signature)

Abraham Antun
(type name)

TITLE: County Administrator
(type)

DEPARTMENTAL
COMPONENT: County of Hudson
(type)

DATE: _____

ATTEST

BY: _____

ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

Contract Effective Date: July 1, 2014
Contract Expiration Date: June 30, 2015
Contract Number: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.126

Agenda No. 10.U

Approved: FEB 26 2014

TITLE:

RESOLUTION HONORING *Virginia K. Miller*



WHEREAS, Virginia K. Miller is the eldest of five children born to Abbye Smith and the late Rev. Benjamin Smith. She has fond memories of her childhood filled with love, respect and Christianity. Virginia grew up in Savannah, Georgia, where she attended public schools. She played the piano at an early age and started playing for the Junior Choir at her church at the age of fifteen. Virginia was also the member of the gospel group "The Smith Singers" which included her sister and father. At the age of sixteen, Virginia won the Georgia Baptist State Oratorical Speaking Contest and brought the trophy home to her church; and

WHEREAS, Virginia Miller attended Savannah State College where she majored in Sociology. As a college student, she was a staunch supporter of civil rights and fought for justice and racial equality. Virginia registered numerous blacks at that time to vote and spoke at churches urging everyone to register. Virginia was arrested at Savannah's Union Train Station for drinking from a water fountain, challenging the "White Only" sign. She participated in nonviolent sit-ins and demonstrations as part of the strategy of civil disobedience and mass protests that eventually led to the passage of the Civil Rights Act of 1964 and also passage of the Voting Rights Act of 1965 that struck down many racially-motivated barriers. Virginia relocated to Jersey City after graduating from college and continued her quest for social justice. Along her path of protests, Virginia joined Father Castle who was leading volunteers to challenge racism and equal rights. She also walked with community leaders such as the late Henrietta Booker and Ella Lawrence in organized picketing against PSE&G among other entities; and

WHEREAS, Virginia Miller has received many accolades and awards including being named a "Woman of Action" by the Jersey City Municipal Council in 2009. Virginia is an Executive Board Member of the NAACP. She is also a member of the New Jersey Coalition of 100 Black Women, Inc., The New York/New Jersey Savannah State Alumni, The New York/New Jersey Alfred E. Beach High School Alumni, The Sophisticated Gems, The New Jersey State Social Workers Association, The Hudson County Sickle Cell Anemia Organization, The Family in Christ Support Group for People with AIDS, Order of the Eastern Star and Seniors on The Move. Virginia is on the Jersey City Dr. Martin Luther King Parade and Scholarship Committee, serving as the commentator for broadcasting the parade for cable television; and

WHEREAS, Virginia Miller has served as an Aide to the former Assemblyman, Judge Joseph Charles, and Aide to the late New Jersey Senator/Mayor Glenn D. Cunningham and currently serves as an Aide to New Jersey State Senator Sandra B. Cunningham while continuing to serve her community with the Hudson County Democratic Party and various political campaigns. Virginia has maintained an integral connection to community as a Committee Woman in Jersey City and will be honored as a distinguished recipient of the Glenn D. Cunningham Award by the Glenn D. Cunningham Early Childhood Center in Jersey City.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City deems it a fitting and proper tribute to honor Virginia K. Miller who serves her community with honor and distinction as a role model and mentor to many individuals. We thank her for her benevolent contributions to the City of Jersey City.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Virginia K. Miller.docx

APPROVED: _____

APPROVED AS TO LEGAL FORM: _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.127

Agenda No. 10.V

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **Court Reporting Services for the City Clerk's Office**; and

WHEREAS, the Division of Purchasing solicited and obtained (3) three proposals, with the lowest responsible being that from Schulman, Weigmann & Associates, 216 Stelton Road, Suite C-1, Piscataway, New Jersey 08854 in the total amount of **Twenty Three Thousand Seven Hundred Ninety Four Dollars (\$23,794.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the City Clerk has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the contract shall be effective as of March 1, 2014 through February 28, 2015; and

WHEREAS, funds in the amount of \$5,000.00 are available in **City Clerk's Operating Account No. 01-201-20-120-312.**

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$23,794.00 for Court Reporting Services is awarded to Schulman, Wiegmann & Associates and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available in City Clerk's Operating Account No. 01-201-20-120-312.

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-120-312	<u>112662</u>	\$23,794.00	\$5,000.00

Peter Dolgado
Director of Purchasing, QPA, RPPO

PR/pv
2/11/14

Donna Mauer
Donna Mauer,
Chief Financial Officer

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☒

Not Required ☐

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

Project Manager

Department/Division	Office of the City Clerk	City Clerk's Office
Name/Title	Irene G. McNulty	Administrative Secretary
Phone/email	201-547-4847	mcnultyi@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide Court Reporting Services, typed transcripts and minuscpts of Municipal Council Meetings.

Cost (Identify all sources and amounts)

Account No. 01-201-20-120-312
Total Amount of Contract: \$23,794.00

Contract term (include all proposed renewals)

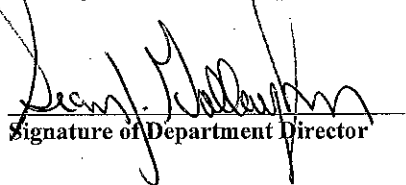
One year – 3/1/2014 to 2/28/2015

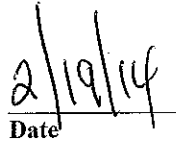
Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Signature of Director of Purchasing

Date

DETERMINATION OF VALUE CERTIFICATION

I, Sean J. Gallagher, of full age, hereby certify the following:

1. I am the Acting City Clerk for the City of Jersey City.
2. The City requires Court Reporting Services during Council Meetings.
3. The City informally solicited quotations for Court Reporting Services.
4. The administration's recommendation is to award a contract to Schulman, Wiegmann & Associates.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

2/19/14

Sean J. Gallagher, Acting City Clerk

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0164798

PO #

DEPT/DIV: CITY CLERK

SUBJ: TRANSCRIPT SRVCS

GOODS & SERVICES NON BIDS	Amending	Emergency	EUS	GSA	Ord	P2P	Prof Srvcs	SC	Lib	Reso
Quote/Proposal/Agreement						X				
EEO/AA Compliance						X				
BRC/Validation						X				
Pay-to-Play, Political Contribution/B.E.D.						X				
Legislative Fact Sheet AND/OR Determination of Value						X				
Other:										

Notes:

BIDS	Goods & Srvcs	Construction	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #

0164798

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Vendor

Dept. Bill To
CITY CLERK
280 GROVE ST.
CITY HALL RM 118
JERSEY CITY NJ 07302

Dept. Ship To
CITY CLERK
280 GROVE ST.
CITY HALL RM 118
JERSEY CITY NJ 07302

Contact Info
IRENE MCNULTY
2015474847

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	COURT REPORTING	01-201-20-120-312	.00	.00
		SERVICES FOR JERSEY CITY MUNICIPAL COUNCIL MEETINGS FOR A ONE YEAR TERM COMMENCING MARCH 2014 THROUGH FEBRUARY 2015 MOST MEETINGS ARE IN THE EVENING			
		COURT REPORTER ATTENDANCE; ORIGINAL AND ONE COPY OF TRANSCRIPT, MINUSCRIPT & CD; REGULAR DELIVERY WITHIN 14 DAYS			

~~TEMP~~
Temporary EncumBRANCE \$5,000.00
TOTAL Amount \$23,794.00
EFFECTIVE MARCH 1, 2014.

Requisition Total .00

Req. Date: 01/15/2014

Requested By: MCNULTYI

Buyer Id:

Approved By:

This Is Not A Purchase Order

P.O. NO.	SCHULMAN, WIEGMANN & ASSOC	VERITEXT LEGAL SOLUTIONS	NAT'L COURT REPORTERS			
REQ. NO.	164855	KIM HADUCK	REBECCA PELLERITE			
DIV/DEPT	CITY CLERK'S	973.410.1313	888.800.9656 X 110			
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	EXT AMT
1	ATTENDANCE FEE	30	EA	\$ 195.00	\$ 5,850.00	\$ 8,250.00
2	OT AFTER 4 HRS	50	EA	\$ 50.00	\$ 2,500.00	\$ 2,500.00
3	PRICE P/PAGE	2,520	EA	\$ 5.95	\$ 14,994.00	\$ 13,860.00
4	1 MINUSCRIPT	30	EA	\$ -	\$ -	\$ -
5	TRANSCRIPT ON CD	30	EA	\$ -	\$ -	\$ 25.00
6	SHIPPING	30	EA	\$ 15.00	\$ 450.00	\$ 300.00
7				\$ -	\$ -	\$ -
8				\$ -	\$ -	\$ -
9				\$ -	\$ -	\$ -
10				\$ -	\$ -	\$ -
11				\$ -	\$ -	\$ -
12				\$ -	\$ -	\$ -
13				\$ -	\$ -	\$ -
14				\$ -	\$ -	\$ -
15				\$ -	\$ -	\$ -
		SUB-TOTAL			\$ 23,794.00	\$ 25,660.00
		SHIPPING/HANDLING			\$ -	\$ -
		TOTAL			\$ 23,794.00	\$ 25,660.00
						\$ 38,644.00
						\$ -
						\$ 38,644.00

NOTES: NO CHARGE ON MINUSCRIPT (ITEM 4)



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0088444 FOR SCHULMAN, WIEGMANN &
ASSOCIATES, P.A. IS VALID.

Account Inquiry Details

Exit Help Print Preferences

**** Budget Account ****

Fund **1** CURRENT FUND
 G/L **201** CURRENT APPROPRIATIONS
 Cafr **20** GENERAL GOVERNMENT
 Subsidiary **120** OFFICE OF THE CITY CLERK
 Line Item **312** PROF. CONSULTNT & SPEC SE
 Sort Code **20** CITY CLERK AGENCY

Budget Amount **12,900.00**
 Revised Budget **.00**
 Beginning Balance **12,900.00**
 Prior YTD Expended **00.**
 Curr. YTD Expended **00.**
 Open Encumbered **5,000.00**
 Ending Balance **7,900.00**

Year/Period **2014 / 2** ☐ View in Ascending Order
☐ View in Descending Order

Chg. Year/Period **/**

New Acct

Previous >

< Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cr	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount

Print Account

View Open Enc

View Lgl Line



10:13 AM
2/11/2014

Schulman, Wiegmann & Associates
Certified Court Reporters

New Market Crossings
216 Stelton Road • Suite C-1
Piscataway, New Jersey 08854
Tel: (732) 752-7800 • Fax: (732) 752-7166
Email: bwiegmann@swreporters.com

Barry J. Wiegmann, C.C.R.
Seymour Schulman, C.S.R. (1951-1998)

February 6, 2014

CITY OF JERSEY CITY
280 Grove Street
Jersey City, New Jersey 07302
Attn: ROBERT BYRNE, CITY CLERK

CITY OF JERSEY CITY
1 Journal Square Plaza
Jersey City, New Jersey 07306
Attn: PETER FOLGADO, Director of Purchasing

RE: REQUISITION 0164798

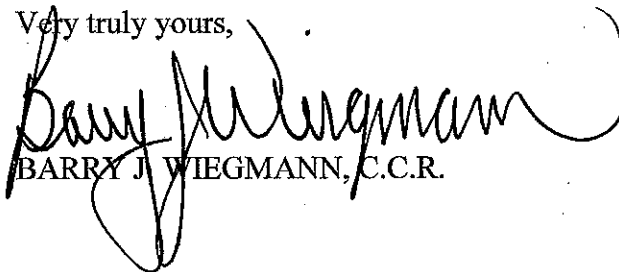
Dear Sirs:

Enclosed please find the requested pricing for Requisition 0164798, Services for Jersey City Council Meetings for the months March 2014 through December 2014.

I am proud to inform you that SWA has stabilized the pricing at the same rates as the original contract.

It has always been a pleasure doing business with Jersey City and we look forward to continuing our mutually beneficial relationship. Happy New Year!

Very truly yours,



BARRY J. WIEGMANN, C.C.R.

BJW/bw
Encl.
e-mailed 2-6-14 and hard copy mailed

DESCRIPTION:	Unit Price	EXTENDED AMOUNT EQUALS (=) UNIT PRICE MULTIPLIED (X) BY ANNUAL QUANTITY
PROVIDING CERTIFIED SHORTHAND REPORTING SERVICES FOR REGULAR AND SPECIAL COUNCIL MEETINGS <u>WHICH USUALLY OCCUR IN THE EVENING</u>:		
BIDDER MUST SUPPLY A COST OF THE FOLLOWING:		
ATTENDANCE FEE PER UNIT OF 4 HOURS (Average of 30 Units per contract year)	\$ <u>195</u> Per Unit X 30 Units per year = A →	A = \$ <u>5850-</u>
OVERTIME RATE PER HOUR (UNIT) AFTER BLOCK OF 4 HOURS (Average of 50 Overtime Hours (Units) per contract year)	\$ <u>50</u> Per Unit X 50 Units per year = B →	B = \$ <u>2500-</u>
PRICE PER PAGE, 1 ORIGINAL AND 1 COPY EQUALS ONE UNIT, OF TRANSCRIPT DELIVERED WITHIN 14 DAYS (Average of 2,520 Units per contract year)	\$ <u>595</u> Per Unit X 2,520 Units per year = C →	C = \$ <u>14994-</u>
1 MINUSCRIPT INCLUDING WORD INDEXING PER UNIT (Average of 30 Units per contract year)	\$ <u>0</u> Per Unit X 30 Units per year = D →	D = \$ <u>0</u>
TRANSCRIPT ON COMPUTER DISK (CD) FORMATTED IN MICROSOFT WORD PER UNIT (Average of 30 Units per contract year)	\$ <u>0</u> Per Unit X 30. Units per year = E →	E = \$ <u>0</u>
SHIPPING CHARGE PER UNIT (Average of 30 Units per contract year)	\$ <u>15.00</u> Per Unit X 30 Units per year = F →	F = \$ <u>450-</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F):		\$ <u>23,794.00</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F) IN WORDS: <u>TWENTY-THREE THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS AND NO CENTS 00/100</u>		

PRICE QUOTES BELOW SHOULD BE COMPLETED BECAUSE THE CITY FROM TIME TO TIME MAY WANT A PARTICULAR TRANSCRIPT TO BE DELIVERED EARLIER THAN FOURTEEN (14) DAYS. THE CITY REQUIRES THAT EACH BIDDER GIVE A PER PAGE PRICE QUOTE FOR TRANSCRIPT DELIVERY WITHIN SEVEN (7) DAYS. AS NOTED, THIS SHORTER DELIVERY QUOTE WILL NOT BE UTILIZED TO CALCULATE THE LOWEST BIDDER. HOWEVER, THE CITY REQUIRES THAT THIS QUOTE REMAINS FIRM FOR THE DURATION OF THIS CONTRACT SHOULD A SHORTER DATE BE REQUIRED.

PRICE PER PAGE (1 ORIGINAL AND 1 COPY) OF TRANSCRIPT DELIVERED WITHIN 7 DAYS, ONLY IF SPECIFICALLY REQUESTED BY THE MUNICIPAL CLERK	\$ <u>11.00</u>
---	-----------------

COMPANY NAME: **SCHULMAN, WIEGMANN & ASSOCIATES**
CERTIFIED SHORTHAND REPORTERS
 ADDRESS: **NEW MARKET CROSSINGS**
216 STELTON ROAD, SUITE C-1
PISCATAWAY, NEW JERSEY 08854
732-752-7800

PRINTED NAME: **Barry J. Wiegmann**
 Handwritten Signature: *[Signature]*
 DATE: **2-6-14**



CONFIDENTIAL

VERITEXT LEGAL SOLUTIONS

DESCRIPTION:	Unit Price	EXTENDED AMOUNT EQUALS (=) UNIT PRICE MULTIPLIED (X) BY ANNUAL QUANTITY
PROVIDING CERTIFIED SHORTHAND REPORTING SERVICES FOR REGULAR AND SPECIAL COUNCIL MEETINGS WHICH USUALLY OCCUR IN THE EVENING: BIDDER MUST SUPPLY A COST OF THE FOLLOWING:		
ATTENDANCE FEE PER UNIT OF 4 HOURS (Average of 30 Units per contract year)	\$ 275. ⁰⁰ Per Unit X 30 Units per year = A→	A = \$ 8250. ⁰⁰
OVERTIME RATE PER HOUR (UNIT) AFTER BLOCK OF 4 HOURS (Average of 50 Overtime Hours (Units) per contract year)	\$ 50. ⁰⁰ Per Unit X 50 Units per year = B→	B = \$ 2500. ⁰⁰
PRICE PER PAGE, 1 ORIGINAL AND 1 COPY EQUALS ONE UNIT, OF TRANSCRIPT DELIVERED WITHIN 14 DAYS (Average of 2,520 Units per contract year)	\$ 5.50 Per Unit X 2,520 Units per year = C→	C = \$ 13860. ⁰⁰
1 MINUSCRIPT INCLUDING WORD INDEXING PER UNIT (Average of 30 Units per contract year)	\$ N/C Per Unit X 30 Units per year = D→	D = \$ N/C
TRANSCRIPT ON COMPUTER DISK (CD) FORMATTED IN MICROSOFT WORD PER UNIT (Average of 30 Units per contract year)	\$ 25 Per Unit X 30 Units per year = E→	E = \$ 750. ⁰⁰
SHIPPING CHARGE PER UNIT (Average of 30 Units per contract year)	\$ 10. ⁰⁰ Per Unit X 30 Units per year = F→	F = \$ 300. ⁰⁰
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F):		\$ 25,660. ⁰⁰
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F) IN WORDS: <u>Twenty five thousand</u> <u>and six hundred and sixty six dollars.</u>		

PRICE QUOTES BELOW SHOULD BE COMPLETED BECAUSE THE CITY FROM TIME TO TIME MAY WANT A PARTICULAR TRANSCRIPT TO BE DELIVERED EARLIER THAN FOURTEEN (14) DAYS. THE CITY REQUIRES THAT EACH BIDDER GIVE A PER PAGE PRICE QUOTE FOR TRANSCRIPT DELIVERY WITHIN SEVEN (7) DAYS. AS NOTED, THIS SHORTER DELIVERY QUOTE WILL NOT BE UTILIZED TO CALCULATE THE LOWEST BIDDER. HOWEVER, THE CITY REQUIRES THAT THIS QUOTE REMAINS FIRM FOR THE DURATION OF THIS CONTRACT SHOULD A SHORTER DATE BE REQUIRED.

PRICE PER PAGE (1 ORIGINAL AND 1 COPY) OF TRANSCRIPT
DELIVERED WITHIN 7 DAYS, ONLY IF SPECIFICALLY REQUESTED BY
THE MUNICIPAL CLERK)

\$ 6.50

COMPANY NAME: Veritext
ADDRESS: 290 West Mt. Pleasant Ave
Suite 3200
Livingston, NJ 07039

PRINTED NAME: Kim Haduch
Handwritten Signature: Kim Haduch
DATE: 1/29/14

CITY OF JERSEY CITY

Requisition #

0164798

Assigned PO #

Requisition

Vendor

Dept. Bill To
CITY CLERK
280 GROVE ST.
CITY HALL RM 118
JERSEY CITY NJ 07302

Dept. Ship To

Contact Info
IRENE MCNULTY
2015474847

NE
1-15

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	COURT REPORTING	0120120120312	.00	.00
		SERVICES FOR JERSEY CITY MUNICIPAL COUNCIL MEETINGS FOR A ONE YEAR TERM COMMENCING MARCH 2014 THROUGH FEBRUARY 2015 MOST MEETINGS ARE IN THE EVENING			
		COURT REPORTER ATTENDANCE; ORIGINAL AND ONE COPY OF TRANSCRIPT, MINUSCRIPT & CD; REGULAR DELIVERY WITHIN 14 DAYS			

Requisition Total .00

Req. Date: 01/15/2014

Requested By: MCNULTYI

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



SCHEDULING OUTLINE

The following information will assist your firm in scheduling and coordinating depositions in litigation matters anywhere in the world.

SCHEDULING THE DEPOSITION

When a deposition is scheduled, you may either call our toll-free telephone number, or send the information regular mail or by fax, and provide the following information:

- Date, time and location of deposition
- Case name
- Claim number or matter number
- The third-party payer representative, if applicable

Special instructions (telephone deposition, videotape, conference room needed, special delivery of transcript, etc.)

Via telephone (800) 227-8440
Calendar Dept Please ask for Theresa, Helene, Connie, Maria, Dom or Michele in our calendar department
Via Fax 973) 410-1313
Via Mail Veritext
290 W. Mount Pleasant Avenue, Suite 3200
Livingston, NJ 07039
Attn: Kim Haduck, Sr. Account Executive

NOTE: Please make sure that you schedule the deposition by calling, faxing or mailing as indicated above so that every deposition scheduled on behalf of your firm (no matter what venue the deposition is taking place) can be archived in one central location.

Your office will be contacted the day before a scheduled deposition to confirm that it is going forward.

If you need additional assistance, please contact Kim Haduck, Sr. Account Executive at (973) 549-4401 or via email at khaduck@veritext.com. All calls will be returned promptly. If your call is extremely urgent, you can contact me on my cell phone at (973) 444-3454.

Proposal for Litigation Services
Prepared for
City of Jersey City

VERITEXT



THE NEXT GENERATION
OF COURT REPORTING

Prepared by:

Kim Haduck
Senior Account Executive
khaduck@veritext.com
Direct Dial: 973-549-4401

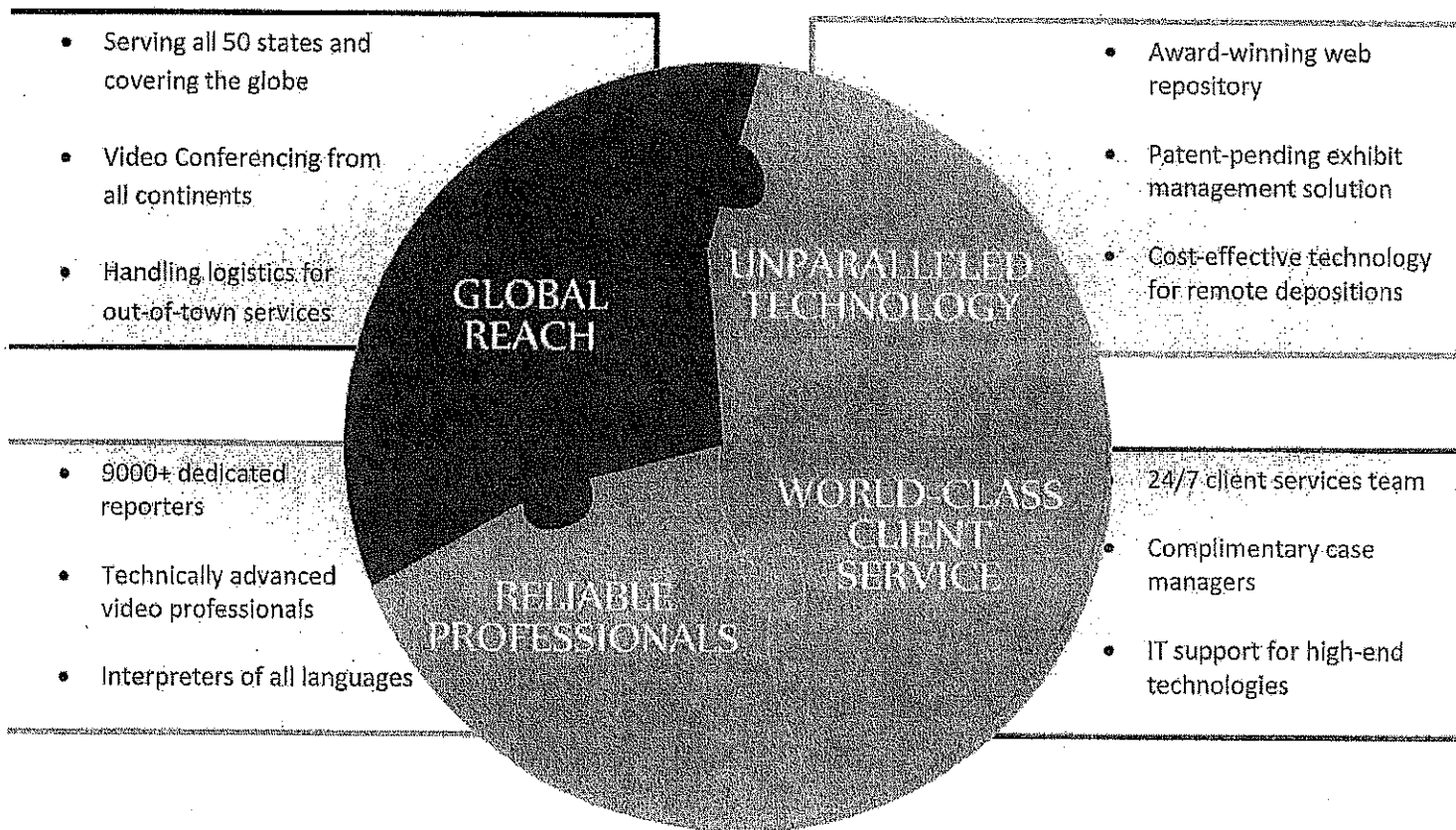


VERITEXT®
National Deposition & Litigation Services

Confidential - Do Not Distribute

About Veritext

Veritext is the largest court reporting company in the country, with vast experience in insurance litigation, and managing large volumes of depositions. Our reporters possess the highest qualifications in the industry and are equipped with the most up-to-date technology required to accurately and effectively turnaround a quality product. A dedicated account management team will be assigned to your case to handle all deposition needs, 24/7. Kim Haduck will be the Account Manager overseeing your assignments and managing the team.



Case and Client References

Veritext has broad litigation experience including a variety of claims-based litigation, pharmaceutical cases, intellectual property, securities litigation, commercial litigation, negligence, bankruptcy, employment law, anti-trust to handling matters for various counties and local entities.

Court Reporting Services

Veritext is a full service court reporting and litigation support firm. We provide the highest-quality traditional deposition services, as well as many technologically advanced litigation support services. Our standard services include:

- Court Reporting
- Realtime Services
- Internet Realtime
- Expedited Delivery/Daily Copy
- Email Delivery
- Condensed Transcripts
- Conference Rooms
- Audio Transcription
- Interpreting in All Languages
- National Coordination of Depositions

EZ Transcripts

For the City of Jersey City, all of your transcript and exhibits will be provided in PDF format and hyperlinked together for free. You will also receive a CD in text format which can be ready in Microsoft word format.

Veritext delivers your transcripts and exhibits hyperlinked together in the LexisNexis TextMap Exhibit Package and in a searchable, stand-alone PDF format. The TextMap Exhibit Package delivers your transcript and exhibits in one easy-to-download package. Best of all, your transcripts are hyperlinked to all related exhibits - for free! We also include access to the original ASCII.

VIP21 Web Repository and Case Management Tool

Veritext is the only court reporting company to offer a completely searchable web-based transcript repository and scheduling tool at no charge. VIP21 offers many features including:

- Schedule depositions online and receive immediate email confirmation
- Calendar and organize your large cases
- Access your transcripts, exhibits, and video 24/7 from any computer
- Download transcripts to your PC, litigation software, or BlackBerry
- Search for any phrase or word across your entire database of transcripts

Mobile Depositions

Your case may include remote witnesses that do not have access to videoconferencing facilities. If so, Veritext's Mobile Depo technology provides a convenient and inexpensive solution for depositing inaccessible witnesses.



- Allows many people to communicate over the internet, hearing the audio and viewing each participant live
- Accommodates up to 16 different users in different locations - an unlimited number of viewers can participate
- Only requires a computer, webcam, phone line, and internet access

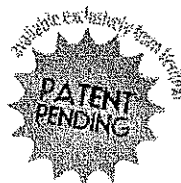


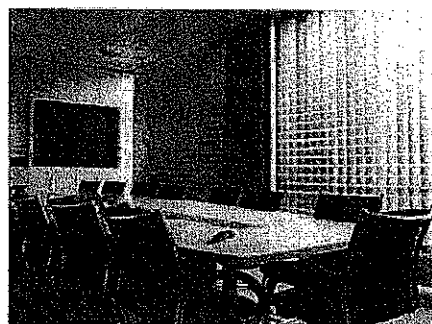
Exhibit Management Solution (XMS)

If your case involves many deposition exhibits or multiple parties, our Exhibit Management Solution can be a great time-saver for your litigation team. XMS is an end-to-end digital solution that eliminates the inefficient manual process of exhibit tracking and numbering by providing you with a complete database of exhibits, control over exhibit numbering, and remote access to the exhibits anywhere, anytime.

- **Exhibit numbering finally under control:** Number an exhibit once and introduce it multiple places with the same number
- **Powerful searching capabilities:** Instantly find out when and where an exhibit has been introduced
- **View the exhibits in realtime** at the deposition and leave the deposition with the marked exhibits on your computer

Videoconferencing Facilities

Veritext has state-of-the-art video conferencing centers and thousands of rooms across the globe provided by our affiliates – we'll handle all of the details for you.



Comprehensive Video Services & Support

Veritext provides high-quality videography services for all of your litigation needs:

- Deposition Testimony
- Day-in-the-Life Videos
- Accident Reconstruction/Site Inspections
- Mock Trials – Jury Deliberation
- Firm Events and Trainings

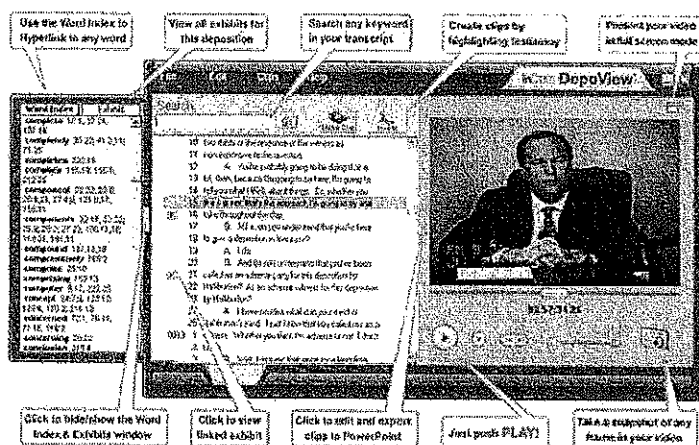
Veritext has a dedicated Video Technology Center with trained video professionals available around the clock for your video needs. Our center is staffed 24/7 for emergencies around the globe to handle any video needs you may have.

Video Streaming

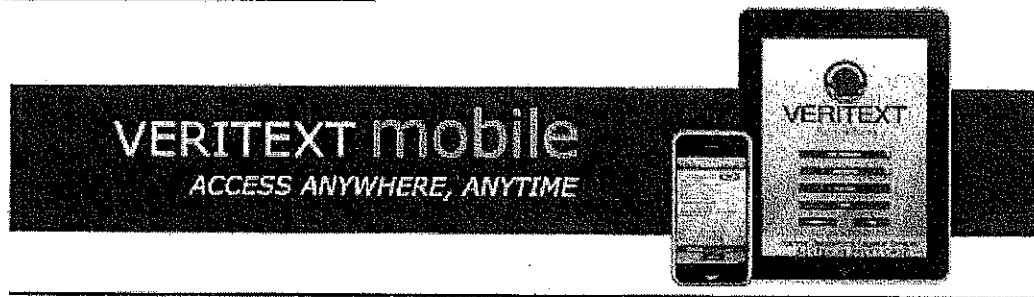
If you are not an active participant in the deposition, Veritext can set up video streaming so you can monitor the deposition from your home or office and eliminate unnecessary business travel. With just an Internet connection and a computer, video streaming enables you to see the video, hear the audio, and read the scrolling transcript all in realtime. You can also chat online with your colleagues at the proceeding.

Video Synchronization and Editing

At Veritext, we help you get the most out of your video and transcript by providing the best way to view and edit deposition videos in-house.



iPad/iPhone and Droid App



Veritext Mobile is a new app for everyone in the legal team that puts deposition information and transcripts right in their hands.

- The team can easily download transcripts and exhibits right from mobile devices
- Schedule new depositions online, then reschedule or cancel with a single touch
- The details of upcoming depositions appear on everyone's phone automatically

Automatic notification when new transcripts are available

Keep everyone on the same page

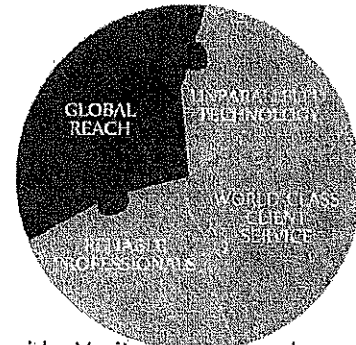
Veritext Mobile synchronizes seamlessly to Veritext's online document repository and scheduling system, **VIP21**. So when depositions are scheduled or when transcripts are ready, everyone has the information instantly on their mobile device. No need for extra calls or emails.

And as with VIP21, there is no charge for the iPhone/iPad and Droid app and associated services.

Summary of Benefits

☒ **Cost Efficiency** – A highly discounted fee schedule for your litigation. This fee schedule will reduce the usual costs associated with this litigation.

☒ **Technology** – Veritext and our reporters utilize cutting-edge technology products and services, many at no cost to you. VIP21 Web Repository, Electronic transcripts, EZ Transcripts, Mobile Depo, and more...



☒ **Coverage Assurance** – No matter where, nationwide or statewide, Veritext will **never** have a problem covering a deposition or having a reporter arrives within hours of notice.

☒ **Single Source Service Provider** – Veritext will arrange for any deposition service requested. With one phone call, schedule a court reporter, videographer, interpreter, or conference room.

☒ **Qualified Reporters** – Because of our size and scope and the sheer magnitude of large cases we handle, we are proud to retain the country's most qualified reporters.

☒ **Experience** - Veritext has been serving the legal community for nearly 50 years. With extensive experience in all types of litigation, Veritext is keenly aware of the complexities, such as cost control, timely delivery, quality and proper billing procedures to third-party insurance carriers that surround this case. Our vast asbestos experience unparalleled.

☒ **Familiarity** – Veritext will assign a dedicated team of reporters to ensure familiarity and continuity in all of the depositions for this case.

Taxpayer Identification# 203-132-559/000

09/16/05

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

Wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 222
TRENTON, N.J. 08646-0252

PAYER NAME:

TEXT CORP.

TRADE NAME:

RESS:

REELAND RD SUITE 301
HAM PARK NJ 07932-1900

ATIVE DATE:

JS

SEQUENCE NUMBER:

1170845

ISSUANCE DATE:

09/16/05


3RC(08-01)

John E. Tully
Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 43234
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2012 to 15-APR-2015

VERITEXT CORP
25B VREELAND RD SUITE 301
FLORHAM PARK NJ 07930


Andrew P. Sidamon-Eristoff
State Treasurer



MAJOR LITIGATION ASSIGNMENTS

County of Hudson – 5th year contract
(currently in progress)

County of Union – 5th year (currently in
progress)

County of Essex – 10th year (currently in
progress)

City of East Orange

City of Newark

City of Paterson

City of Orange

City of Jersey City

City of Union

City of Irvington

City of Paramus

Township of West Orange

Township of Mahwah

Latex Glove Litigation (Product Liability)

3M Breast Implant Litigation

Melridge Securities Class Action

Ciba-Geigy v Liberty Mutual

Pfizer Inc. v Employers Insurance of
Wassau, et al

Merck & Co. v Federal Insurance

Chemical Bank v Affiliated, et al

Warner-Lambert Co. & Parke Davis &
Company v Admiral Insurance Company

Napp Technologies Litigation

Armstrong World Industries Asbestos
Litigation

Brand Name Prescription Drug Litigation
(Anti-Trust)

PPG Industries v Accident & Casualty
Insurance Co. (Environmental)

Lamb v Global Landfill

Uniroyal Inc. v American Re-Insurance
Company

Orange County v Merrill Lynch

Quadracom, Inc. v AOL

Ciba Vision Corporation v Pharmacia
Corporation

Uniroyal Trial

Baycol Products Liability Litigation

Enron Litigation

Vioxx Litigation

Adelphia Bankruptcy Litigation

GTE v Allendale Insurance

Accutane Litigation

DaimlerChrysler matters

Wakefern Food Corporation

NAT'L COURT REPORTERS, INC.

DESCRIPTION:	Unit Price	EXTENDED AMOUNT EQUALS (=) UNIT PRICE MINUTES OR BY ANNUAL QUANTITY Per Day
PROVIDING CERTIFIED SHORTHAND REPORTING SERVICES FOR REGULAR AND SPECIAL COUNCIL MEETINGS WHICH USUALLY OCCUR IN THE EVENING:		
BIDDER MUST SUPPLY A COST OF THE FOLLOWING:		
ATTENDANCE FEE PER UNIT OF 4 HOURS (Average of 40 Units per contract year)	\$ <u>395</u> Per Unit per Units per year = A	A = \$ <u>395.00 per day</u>
OVERTIME RATE PER HOUR (UNIT) AFTER BLOCK OF 4 HOURS (Average of 50 Overtime Hours (Units) per contract year)	\$ <u>95</u> Per Unit per Units per year = B	B = \$ <u>95.00 per hour</u>
PRICE PER PAGE, 1 ORIGINAL AND 1 COPY EQUALS ONE UNIT, OF TRANSCRIPT DELIVERED WITHIN 14 DAYS (Average of 2,500 Units per contract year)	\$ <u>7.95</u> Per Unit per Units per year = C	C = \$ <u>7.95 per page</u>
1 MINUSCRIPT INCLUDING WORD INDEXING PER UNIT (Average of 30 Units per contract year)	\$ _____ Per Unit X 30 Units per year = D	D = \$ _____
TRANSCRIPT ON COMPUTER DISK (CD) FORMATTED IN MICROSOFT WORD PER UNIT (Average of 30 Units per contract year)	\$ <u>29.50</u> Per Unit per Units per year = E	E = \$ <u>29.50</u>
SHIPPING CHARGE PER UNIT (Average of 30 Units per contract year)	\$ <u>37.50</u> Per Unit per Units per year = F	F = \$ <u>37.50</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F):		\$ <u>2750.00</u>
TOTAL BID AMOUNT (SUM OF A, B, C, D, E and F) IN WORDS:		

PRICE QUOTES BELOW SHOULD BE COMPLETED BECAUSE THE CITY FROM TIME TO TIME MAY WANT A PARTICULAR TRANSCRIPT TO BE DELIVERED EARLIER THAN FOURTEEN (14) DAYS. THE CITY REQUIRES THAT EACH BIDDER GIVE A PER PAGE PRICE QUOTE FOR TRANSCRIPT DELIVERY WITHIN SEVEN (7) DAYS. AS NOTED, THIS SHORTER DELIVERY QUOTE WILL NOT BE UTILIZED TO CALCULATE THE LOWEST BIDDER. HOWEVER, THE CITY REQUIRES THAT THIS QUOTE REMAINS FIRM FOR THE DURATION OF THIS CONTRACT SHOULD A SHORTER DATE BE REQUIRED.

PRICE PER PAGE (1 ORIGINAL AND 1 COPY) OF TRANSCRIPT DELIVERED WITHIN 7 DAYS, ONLY IF SPECIFICALLY REQUESTED BY THE MUNICIPAL CLERK	\$
---	----

COMPANY NAME: _____

PRINTED NAME: _____

ADDRESS: _____

Handwritten Signature: _____

DATE: _____

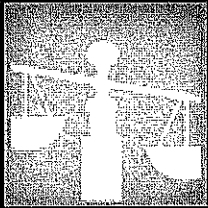
Noemi Escobar

To: rpellerite@nationalcourtreporters.com
Subject: RE: RE:

Pls contact Irene McNulty for any questions. Her and I work for The City of Jersey City. You will bill The end user user City of Jersey City , City Clerk. Irene's e-mail is mcnultyi@icnj.org.

Noemi Escobar - Buyer-R.P.P.S.
Affirmative Action Specialist
City of Jersey City
1 Journal Square Plaza 2nd Floor
Jersey City, New Jersey 07306
escobarn@icnj.org
Tel. 201-547-4313
Fax 201-547-6585

From: rpellerite@nationalcourtreporters.com [<mailto:rpellerite@nationalcourtreporters.com>]
Sent: Thursday, January 16, 2014 10:52 AM
To: Noemi Escobar
Subject: RE:



National Court Reporters, Inc.
Serving Legal Professionals from Coast to Coast

TOLL FREE
888.800.9656

Hello Noemi,

What company does *Irene McNulty* work for? What is her email address? Is this for a meeting/hearing/deposition? We schedule directly with the billing party. We do not do third party billing. In order to provide a quote for Jersey City, NJ I need an estimated time frame. 2hrs? 4hrs? Upon receipt of your reply I can then put together a quote for services. Thank you.

Sincerely,

Rebecca Pellerite
Central Calendar Domestic and International Scheduling Coordinator

National Court Reporters, Inc.
Toll Free 888.800.9656 x 110 Toll Free Fax 866.819.2317
Email rpellerite@nationalcourtreporters.com
Website www.nationalcourtreporters.com

NOTES/COMMENTS: PRIVACY-ALL PAGES CONTAINED IN THIS MESSAGE SENT FROM A LITIGATION SUPPORT FIRM, MAY CONTAIN LEGALLY CONFIDENTIAL AND OR PRIVILEGED INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE ADVISE THE SENDER IMMEDIATELY BY REPLY FAX, EMAIL OR PHONE CALL AND DELETE THIS MESSAGE AND ANY ATTACHMENTS WITHOUT RETAINING A COPY. NCR, INC. All Rights Reserved 1999-2014

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.128
Agenda No. 10.W
Approved: FEB 26 2014
TITLE:



RESOLUTION APPOINTING JOHN H. THIEROFF AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

**COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated February 20, 2014, that he has appointed **John H. Thieroff** of 201 Marin Blvd., Apt. #1012, Jersey City, New Jersey, 07302 as a Member of the **Jersey City Municipal Utilities Authority**, replacing Debbie Harris, who has resigned, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **John H. Thieroff** as a Member of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB: sjg

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8.a
Meeting 02.26.14

February 20, 2014

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members:

Kindly be advised that I have appointed **John H. Thieroff**, of 201 Marin Blvd., Apt. 1012, Jersey City, New Jersey, 07302, to serve as a **Member** of the **Jersey City Municipal Utilities Authority**. Mr. Thieroff is replacing Debbie Harris, who has resigned, for a term that will commence upon the adoption of a resolution and expire January 31, 2015.

I respectfully request your advice and consent to this appointment.

Sincerely,

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

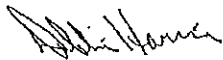
c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk
Daniel Becht, Esq., Executive Director, M.U.A.
Muhammed Akil, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
John Thieroff

Daniel Becht, Director
Jersey City Municipal Utilities Authority
555 New Jersey 440
Jersey City, NJ 07304

Mr Becht and the Commissioners of the Jersey City Municipal Utilities Authority,

The purpose of this letter is to inform you of my intention to resign as a commissioner of the Jersey City Municipal Utilities Authority effective immediately. I wish you and the entire board my best wishes.

Sincerely,



Debbie Harris

cc: Mayor Steven M. Fulop

JOHN H. THIEROFF
201 Marin Blvd., Apt. 1012
Jersey City, NJ 07302
(201) 918-1890
jthieroff@gmail.com

SUMMARY

EXPERIENCE

INDEPENDENT CREDIT CONSULTANT Credit Advisory/Expert Witness

2010-Current

Provide independent credit assessments, advise on capital structuring and provide rating analysis for a variety of end users, including banks, investors and law firms.

DEPUTY MAYOR, CITY OF JERSEY CITY, NJ

2013

Responsibilities include leading economic development, infrastructure buildout and improvements and oversight of the city's budget. Jersey City is an ethnically and culturally diverse, densely populated municipality of 250,000 people located on the Hudson River, directly across from Lower Manhattan.

GE CAPITAL MARKETS, INC., NEW YORK, NY Senior Vice President, Capital Markets – Ratings Advisory

2007-2009

As a senior member of banking team, provided well-supported credit/credit ratings opinions and structuring guidance to capital markets, risk management, origination teams and clients. Hired to enhance and further develop GE Capital's ratings advisory efforts; supported structuring teams throughout capital markets as sole practitioner. Broad exposure to energy, metals and mining, power, health care, media, retail, and consumer products industries.

- Partnered with origination and structuring teams to develop optimal strategies for clients, prospects and GE affiliates to achieve and defend best-case credit ratings using fundamental credit analysis, metrics benchmarking, criteria and trend analysis, and peer comparison.
- Developed and maintained strong relationships with key rating agency personnel on behalf of the firm. Member of S&P Advisory Council. Participated in/sponsored conferences and events with agency analysts and management.
- Analyzed more than 100 proposals in 2008 which led to 25 transactions for which the firm had a leading role, typically managing multiple ratings-related projects concurrently. Efforts contributed to two "Deals of the Quarter" where the firm earned more than \$5 million in revenue.

STANDARD & POOR'S, NEW YORK, NY Director, Retail Corporate Ratings (2007) Director, Utilities, Energy & Project Finance Corporate Ratings (1999-2007)

1999-2007

As senior analyst, followed 100+ high yield and investment grade credits during tenure in energy and retail sectors and served as senior member of rating committees for North American, Latin American, and European debt issuers. Prepared credit analysis and presented recommendations for corporate credit, debt, and commercial paper ratings to rating committees. Managed client relationships at CEO and CFO level. Considerable exposure to leveraged buyouts and private equity sponsored transactions.

- Within energy sector, was lead industry analyst for portfolio of up to 40 investment grade and high yield credits in the petroleum exploration/production, refining/marketing, midstream/master limited partnership, contract drilling, and oilfield services sectors. Cultivated strong and deep relationships throughout oil and gas and midstream sectors. Covered select number of chemical and utility credits. Advised analysts in foreign offices and participated in committees involving significant credits within oil and gas industry. Influential committee vote.
- Within retail sector, was senior industry analyst with coverage portfolio of 35 predominantly high yield credits, concentrated among specialty retailers and direct marketers.
- Spokesperson for oil and gas coverage team. Appeared on CNBC, Bloomberg television and radio, and a number of regional television and radio programs. Quoted in Wall Street Journal, New York Times, Financial Times, Fortune Magazine and many industry publications.
- Primary S&P oil and gas contact for investors, buy- and sell-side analysts, and the press.
- Wrote and published articles profiling corporate and industry credit trends.

- Regularly sat on industry-related panels covering a wide range of topics including regulatory, accounting, reserve reporting and general industry trends.
- Provided guidance and backup coverage to junior and new analysts, as well as those in Latin America, Canada and Europe.

NATIXIS BANK (formerly NATEXIS BANQUE POPULAIRES), HOUSTON, TX
Vice President, Oil & Gas Loan Origination

1998-1999

As loan originator and relationship manager within the bank's Houston-based representative office, created a 20-company portfolio of midsize independent oil companies (e.g., Houston Exploration, Vintage Petroleum, Bellwether Exploration, Cross Timbers) -- representing approximately \$300-\$400 million of borrowing-base exposure, structured, and/or secured loans -- for a significant French bank. Personally responsible for generating 30%-40% of the Houston office's loan portfolio, or \$2.5-\$3.0 million of annual fees. Evaluated credit, drafted term sheets, and executed transactions. Managed firm's Forcenergy Inc. exposure through workout process.

NORDEA BANK AB (formerly CHRISTIANIA BANK og KREDITKASSEN), NEW YORK, NY
Assistant Vice President, Oil & Gas Corporate Lending Group

1994 - 1997

Analyzed corporations and structured bank financings within the U.S. oil and gas sector. Prepared cash flow models, drafted term sheets, and executed loan documents for term loans, revolving credits, letters of credit, securitizations, and interest rate and commodity price hedges. Initially assisted senior bankers with, then was solely responsible for, client marketing. Participated in workouts of bank's exposure to two private oil and gas producers.

J.P. MORGAN CHASE (formerly CHEMICAL BANK N.A.), NEW YORK, NY
Associate, Middle Market Corporate Lending

1992 - 1994

Credit analyst for small to medium-sized textile, apparel, and retail companies. Analyzed credits and prepared cash flow models. Wrote marketing materials and loan proposals. Assisted senior bankers in marketing.

WELLS FARGO & CO. (formerly FIRST FIDELITY BANK), NEWARK, NJ
Credit analyst, Middle Market Corporate Lending

1991 - 1992

Credit analyst for middle-market lending to corporate retail, real estate, and basic manufacturing companies. Completed nine-month formal credit training program; accounting mentor for program participants.

EDUCATION

UNIVERSITY OF TOLEDO
M.B.A., Marketing/International Business

TOLEDO, OH

CENTRAL MICHIGAN UNIVERSITY
B.S., Major: Finance. Minor: marketing.

MT. PLEASANT, MI

ADDITIONAL INFORMATION

Extensive travel in Europe and Latin America. | Marathon runner, cyclist and birdwatcher. | Active volunteer in local community.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.129
Agenda No. 10.X
Approved: FEB 26 2014
TITLE:



Resolution authorizing the city of Jersey City to enter into an agreement for indemnification and authorizing the City Risk Manager to issue a Letter of Insurance to Saint Peter's University

COUNCIL offered and moved, adoption of the following Resolution:

WHEREAS, the City of Jersey ("City"), through the Mayor's Office, coordinates the State of the City address; and

WHEREAS, in coordinating such event, the Mayor's Office requires the use of the facilities at the McMahon Student Center, Saint Peter's University, 2641 Kennedy Blvd, Jersey City, NJ 07306;

WHEREAS, the Mayor's Office will use these facilities for the State of the City address on Thursday, February 27, 2014 at 6:00 p.m.; and

WHEREAS, the McMahon Student Center at Saint Peter's University has the capability and the facility to provide such State of the City address; and

WHEREAS, the McMahon Student Center at Saint Peter's University requires an indemnification letter of insurance from the City of Jersey City; and

WHEREAS, the agreement will specify the City's responsibility to the McMahon Student Center at Saint Peter's University, including an indemnification and holding harmless clause in which they cannot be held liable for injuries received by participants at this particular event and/or for property damage to the facility itself; and

WHEREAS the McMahon Student Center at Saint Peter's University request that they are to be listed as an additional insured party on the letter of insurance; and

WHEREAS, it is in the best interest of the City to conduct this event and enter into this agreement with the McMahon Student Center at Saint Peter's University.

NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL, that the Risk Manager is authorized to issue to Saint Peter's University as listed a letter of insurance.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

This summary sheet is to be attached to the rear of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

I. Full Title of Ordinance/Resolution/Cooperation Agreement

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO SAINT PETER'S UNIVERSITY:

II. Name and Title of Person Initiating Ordinance/Resolution:

MUHAMMED AKIL, Chief of Staff

III. Description of the proposed program, project or plan:

STATE OF THE CITY ADDRESS

IV. Reasons (Need) for the Proposed Program, Project, etc.:

TO PROVIDE INDEMNIFICATION TO SAINT PETER'S UNIVERSITY FOR THE USE OF THEIR FACILITY

V. Anticipated Benefits to the Community:

COMMUNITY AWARENESS OF MAYOR'S INITIATIVES

VI. Cost of Proposed Program, Project, etc.:

NONE

VII. Date Proposed Program or Project Will Commence:

February 27, 2014

VIII. Anticipated Completion Date

FEBRUARY 27, 2014

IX. Person Responsible for Coordinating Proposed Program/Project:

MUHAMMED AKIL

MUHAMMED AKIL – CHIEF OF STAFF DATE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.130

Agenda No. 10.Y

Approved: FEB 26 2014

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AWARDING A PROFESSIONAL SERVICES CONTRACT TO PAUL STEFFENS OF
PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE
CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES
MUNICIPAL DRUG ALLIANCE PROGRAM**

**COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE
FOLLOWING RESOLUTION:**

WHEREAS, the City of Jersey City (City), Department of Health and Human Services (Department) requires the services of a program coordinator for its Municipal Drug Alliance Program to coordinate and oversee the operations of the program and its sub-grantees; and

WHEREAS, the County of Hudson (County) awarded a grant to the City to be used to fund the operations of the City's Municipal Drug Alliance Program; and

WHEREAS, as a condition of the grant award to City is required to contract with Paul Steffens of PRS Consultants, Inc. a Licensed Clinical Alcohol and Drug Counselor (Consultant), to provide the services of program coordinator for the Municipal Drug Alliance; and

WHEREAS, the total amount of this contract is \$30,000 for the period of six months, effective January 1, 2014 through June 30, 2014; and

WHEREAS, the funds in the amount of Thirty Thousand (\$30,000.00) dollars are available in the Municipal Drug Alliance Federal Fund Account No. 02-213-40-460-312; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-To-Play Law); and

WHEREAS, the Department Director has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, the Consultant has completed and submitted a Business Entity Disclosure Certification which certifies that the Consultant has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit PRS Consultants, Inc. from making any reportable contributions during the term of the contract; and

WHEREAS, the Consultant has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the Consultant has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AWARDING A PROFESSIONAL SERVICES CONTRACT TO PAUL STEFFENS OF
PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE
CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES
MUNICIPAL DRUG ALLIANCE PROGRAM**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Paul Steffens, LCADC of PRS Consultants, Inc. to provide services as the Municipal Drug Alliance Program Coordinator;
2. The total amount of the contract shall not exceed **\$30,000** and the term of the contract shall be for six months effective January 1, 2014 thru June 30, 2014;
3. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. Upon certifications by an official or employee of the City authorized to attest that the contractor complied with the specifications in all respects, and requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance, and Determination of value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that funds in the amount of \$30,000.00 are available in the Municipal Drug Alliance Federal Fund Account No. 02-213-40-460-312 for the payment of this resolution. PO # 112722

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

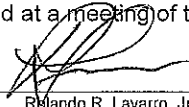
Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AWARDING A PROFESSIONAL SERVICES CONTRACT TO PAUL STEFFENS OF PRS CONSULTANTS, INC. TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES MUNICIPAL DRUG ALLIANCE PROGRAM

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Program coordinating services as a Licensed Clinical Alcohol and Drug Counselor, as required condition of the grant award to the City of Jersey City

Cost (Identify all sources and amounts)

State/County/ City Cash Match \$30,000

Contract term (include all proposed renewals)

January 1, 2014 – June 30, 2014

Type of award Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

2/19/14

City of Jersey City
Dept. of Health & Human Svcs.
Fiscal Office

From : Kevin Lyons

To: Monique Snow

Date: 2/19/2014

Req. # 0165246

Documentation Attached

<input type="checkbox"/>	Legislative Fact Sheet
<input checked="" type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	Value of Certification \$17,500
<input checked="" type="checkbox"/>	Contract Agreement
<input checked="" type="checkbox"/>	BRC
<input checked="" type="checkbox"/>	Business Entity Disclosure Certification
<input checked="" type="checkbox"/>	Chapter 271 (P2P)
<input checked="" type="checkbox"/>	P2P Reform Ordinance 08-128
<input checked="" type="checkbox"/>	EEO/AA Requirements
<input type="checkbox"/>	Bid Specifications
<input checked="" type="checkbox"/>	OTHER: License

C: Peter Folgado, Purchasing

John Mercer, BA Office

Jeana Abuan, EEO/AA Office

CITY OF JERSEY CITY

Requisition #**0165246****Assigned PO #**

Requisition

Vendor
PRS CONSULTANTS, INC.
6 TUSCANY CIRCLE
MANCHESTER NJ 08759

Dept. Bill To
HEALTH & HUMAN SERVICES
ONE JOURNAL SQUARE PLAZA
2ND FL
JERSEY CITY NJ 07306

Dept. Ship To

PR441202

Contact Info
Stacey Flanagan
2015476560

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SVC	CONSULTANT SERVICES	0221340460312	30,000.00	30,000.00
		FUNDING FOR COORDINATION OF PREVENTIVE SUBSTANCE ABUSE PROGRAM FOR THE PERIOD OF 1/01/2014 - 6/30/2014			
		AS PER ATTACHED RESOLUTION			
		PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS			

Requisition Total 30,000.00

Req. Date: 02/19/2014

Requested By: ROSAJ

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

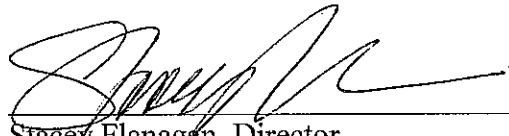
DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services provided by the DHHS.
2. PRS Consultants, Inc promotes drug-free and non-violent values, attitudes and interpersonal skills through their substance abuse prevention and education programs.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(l)(a)(i).
4. PRS Consultants, Inc submitted a proposal to provide a masters-level clinician, licensed by the New Jersey Department of Community Affairs -- State Board of Marriage and Family Therapy Examiners as a Clinical Alcohol and Drug Counselor (LCADC) with (30) years of experience in the field of substance abuse prevention, education and treatment to assume the role of Municipal Alliance Coordinator for the sum of \$30,000.00.
5. The DHHS recommendation is to award the contract to PRS Consultants, Inc.
6. The term of the contract is January 1, 2014 through June 30, 2014.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date:

2/19/14


Stacey Flanagan, Director
Department of Health and Human Services

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2014, by and between the City of Jersey City, a Municipal Corporation, organized and existing under the laws of the State of New Jersey, with its principal place of business 280 Grove Street, in the City of Jersey City, the County of Hudson and the State of New Jersey (herein referred to as the "City") and Paul Steffens of **PRS Consultants, Inc.**, a Licensed Clinical Drug and Alcohol Counselor, **License Number 37LC00128100**, with its principal place of business 6 Tuscany Circle, Manchester, NJ 08759, (herein referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the City is a Municipal Corporation and conducts the Municipal Drug Alliance Program under the auspices of the Department of Health and Human Services at One Journal Square, 2nd Floor, Jersey City, NJ 07306. The City desires to have the following services performed by the Consultant; and

WHEREAS, the Consultant agrees to perform these services for the City under the terms and conditions set forth in this contract; and

WHEREAS, the Consultant is duly licensed to practice his/her profession of Licensed Clinical Alcohol and Drug Counselor (LCADC) in the State of New Jersey with thirty years' experience in the field of addiction; and

WHEREAS, this Agreement shall be in effect for six (6) months effective **January 1, 2014 to June 30, 2014**, and the total amount of the contract shall not exceed Thirty Thousand (\$30,000.00) Dollars.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Nature of Work

The Consultant shall in satisfactory manner as determined by the City perform those services outlined in Attachment A.

2. Compliance with Approved Program

All activities authorized by this Agreement will be performed, as delineated in Attachment A, in accordance with the approved work program, the approved budget, the grant conditions and special conditions as required by the City.

3. Compensation

For all services rendered, under the terms of this agreement the total contract amount shall not exceed **\$30,000.00**. The Consultant shall bill the City for services rendered on a monthly basis in a timely manner, provided all requirements of the Agreement are satisfactorily met. The Consultant will not bill the patient or health insurance programs.

4. Relationship of Parties

The parties agree that the Consultant and the relation created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City, is not entitled to the benefits provided by the employer to its employees, including but not limited to group insurance, pension plan and workmen's compensation benefits. Consultant may practice his/her service for others during those periods when the Consultant is not performing work under the contract for the City.

5. Termination

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, the Consultant shall immediately discontinue services. The Consultant shall be paid the amount earned by or reimbursable to the Consultant hereunder to the time specified in said notice. The Consultant shall have no further claim against the City with respect thereto.

6. Entire Agreement

This Agreement constitutes the entire agreement between City and the Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

7. Assignment

The Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

8. Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

9. Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

10. Counter-Parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

11. Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

12. Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

13. Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

14. Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

**Business Administrator
City Hall, 280 Grove St.
Jersey City, N.J. 07302**

**PRS Consultants, Inc.
6 Tuscany Circle,
Manchester, NJ 08759**

15. Records and Files

All records and files shall belong to and remain the property of the City. The Consultant shall not be entitled to keep or reproduce City's records or files related to any sub-grantee or participant or subject of the Municipal Drug Alliance Program unless the sub-grantee or participant requests specifically that his/her records be transmitted to the Consultant.

16. Miscellaneous

This Agreement shall be interpreted and governed according to the laws of the State of New Jersey.

17. New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Consultant and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and User Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et seq.) Or subsection (e.) or (f.) of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

18. City of Jersey City Contractor Pay-To-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

19. Political Contribution Prohibition

This contract has been awarded to the Consultant based on the merits and abilities of the Consultant to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of City of Jersey City when the contract is awarded.

20. Chapter 271 Political Contribution Disclosure

The Consultant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the Consultant receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the consultant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

21. Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and the Consultant shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "D" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

IN WITNESS WHEREOF, the City has caused the Agreement to be signed by its duly authorized officers and its seal to here to affixed, and the Consultant has executed this Agreement on the date set forth above.

Robert J. Kakoleski, Business Administrator

Stacey Flanagan, DH&HS Director

ATTEST: _____
Robert Byrne, City Clerk

Paul Steffens, MA, LCADC
PRS Consultants, Inc.

ATTACHMENT A

PROGRAM DESCRIPTION: PRS Consultants, Inc – Company will provide a Licensed Clinical Drug and Alcohol Counselor (LCADC) to assume the responsibilities of the Jersey City Alliance Coordinator. Coordinator’s responsibilities will included but are not limited to: coordinating all grant-related activities; acting as Chairperson with respect to all grant subcontracting agency meetings; pre-approving all grant-related expenditures for processing and subsequent payment; preparing all required programmatic and fiscal reporting to the Hudson County Department of Human Services and the Governor’s Council on Alcoholism and Drug Abuse; actively participating in the Hudson County annual fiscal and programmatic site visit; and attending all Hudson County Alliance Steering Subcommittee.

PROJECT BUDGET:

<u>Categories</u>	<u>Initial Allocation</u>	<u>*Second Allocation</u>	<u>Total</u>
Personnel			
Consultant	<u>\$30,000.00</u>		<u>\$30,000.00</u>
Space Costs			
Consumables			
Travel			
Equip. Rent/Lease			
Others (Specify)			
Totals	<u>\$30,000.00</u>		<u>\$30,000.00</u>

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.131

Agenda No. 10.Z

Approved: FEB 26 2014

TITLE:



RESOLUTION AUTHORIZING CALENDAR YEAR 2013 APPROPRIATION RESERVE TRANSFERS.

COUNCIL
adoption of the following resolution:

offered and moved

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2013 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

	<u>FROM</u>	<u>TO</u>
20-145 COLLECTIONS OE	\$12,000	
20-150 ASSESSOR OFFICE OE		\$12,000
TOTAL:	\$12,000	\$12,000

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ART (Resolution Authorizing Calendar Year 2013 Appropriation Reserve Transfers)

Initiator

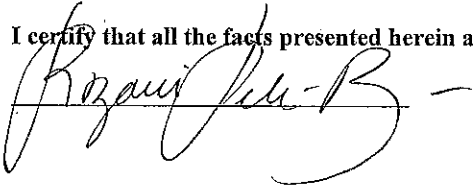
Department/Division	Administration	Budget
Name/Title	Rozani Pelc-Penteado	Principal Account Clerk
Phone/email	201-547-4964	PelcR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To transfer funds in the CY13 budget to over invoices received after 12/31/13

I certify that all the facts presented herein are accurate.

 - 2/20/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.132

Agenda No. 10.Z.1

Approved: FEB 26 2014



TITLE:

RESOLUTION URGING THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY TO MAKE PROVISIONS THAT WOULD ALLOW WEEKEND PATH TRAIN TRAVELERS TO REACH THE WORLD TRADE STATION AREA WITHOUT THE ADDITIONAL EXPENSE OF A NYC TRANSIT SUBWAY OR BUS FARE AND TO PROVIDE ADDITIONAL SERVICE ON THE WEEKEND JOURNAL SQUARE-33rd STREET LINE

WHEREAS, beginning with the weekend of February 14-16, 2014, and continuing for the remaining weekends in 2014, the Port Authority of New York and New Jersey ("Port Authority") has suspended PATH service to and from the World Trade Center and Exchange Place Stations to allow the Port Authority to advance work related to the signal system, repair and resiliency, and security; and

WHEREAS, the weekend outages of the World Trade Center and Exchange Place stations will result in increased travel times and commuting costs for New Jersey residents; although the PATH's Journal Square-33rd Street line will operate on weekends, commuters seeking to reach the World Trade Center Station area by mass transit on a weekend must use the Journal Square - 33rd Street line via Hoboken, exit at one of the Manhattan stations on the 33rd Street line (Christopher Street, 9th Street, 14th Street or 33rd Street Station) and then walk to a NYC Transit subway station or bus stop and pay a separate fare; this has more than doubled the commuting time and imposed an additional fare cost that may have otherwise been unneeded; and

WHEREAS, although the Port Authority has added service on the weekend Journal Square-33rd Street (via Hoboken) line, it did not meet the increased demand on the 33rd Street line during the first two weekends of the outages; commuters from Hudson County reported having to wait for over an hour at certain stations on the Journal Square - 33rd Street line because train cars were at capacity.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City

1. Urges the Port Authority to reinstate weekend PATH service at the World Trade Center and Exchange Place Stations by limiting the work at the Stations to the overnight hours of Midnight Saturday to 6 am Sunday and from 10 pm Sunday to 4 am Monday; and
2. If the Port Authority does not reinstate weekend PATH service at the World Trade Center and Exchange Place Stations, the Municipal Council urges the Port Authority to add additional service on the weekend Journal Square - 33rd Street (via Hoboken) line, especially during the 5 pm to 8 pm time period, to adequately meet the additional demand from the station outages, and to make provisions that would allow weekend PATH travelers to reach the World Trade Center Station area.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Port Authority's Executive Director Patrick Foye, Deputy Executive Director Deborah Gramiccioni and Board Chairman David Samson.

G:\WPDOCS\TOLONDAIRESOS\MISC\URGING PORT AUTHORITY - WEEKEND PATH TRAIN.docx

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

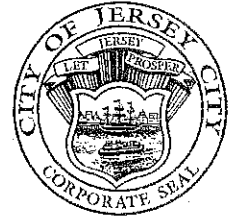
City Clerk File No. Res. 14.133

Agenda No. 10.Z.2

Approved: FEB 26 2014

TITLE:

RESOLUTION IN SUPPORT OF EARTH HOUR ON MARCH 29, 2014 FROM 8:30 P.M. TO 9:30 P.M.



WHEREAS, climate change has been recognized by scientists, political leaders, strategic planners, and citizens around the world to be a growing threat to global stability and security; and

WHEREAS, climate change has direct economic, environmental, health, and societal impacts on all Americans, including New Jerseyans and the residents of the City of Jersey City; and

WHEREAS, solutions to climate change must take place at the local level, involving deeply concerned citizens as well as elected officials of all towns and cities; and

WHEREAS, electricity production generates the largest share of greenhouse gas emissions; and

WHEREAS, turning off unnecessary electronics whenever possible, including lights and appliances, is the simplest and most effective way to conserve energy in private homes and in public buildings; and

WHEREAS, Earth Hour 2014 is both an international and local symbolic and educational event, intended to raise awareness about climate change issues, and to inform residents and businesses about existing information and tools available within the community to help us reduce our carbon footprint; and

WHEREAS, Earth Hour 2014 is intended to demonstrate that each of us has the power to save energy and make a difference in the future of our planet; and

WHEREAS, Jersey City is a leader among sustainable cities in New Jersey, having achieved Silver-level certification in 2011 by the Sustainable Jersey program.

NOW, THEREFORE, BE IT RESOLVED that the Jersey City Municipal Council joins the over 7,000 cities across 154 countries in recognizing and supporting Earth Hour 2014, Saturday, March 29, 2014 from 8:30 p.m. - 9:30 p.m., and

BE IT FURTHER RESOLVED, that the Municipal Council encourages citizens to find out more about Earth Hour by visiting www.earthhour.org; and

BE IT FURTHER RESOLVED, that the Municipal Council encourages Jersey City residents to participate by reducing electricity usage for the duration of Earth Hour and by taking actions in the coming year to conserve energy and reduce their carbon footprints.

G:\WPDOCS\TOLONDA\RESOS\IEARTH HOUR 2014 - submitted by P. Basso.docx

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION IN SUPPORT OF EARTH HOUR ON MARCH 29, 2014 FROM 8:30 P.M. TO 9:30 P.M.

Initiator

Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr.	Council President
Phone/email	(201) 547-5204	rlavarro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To add the City of Jersey City to the growing list of over 7,000 cities across 154 countries that will be recognizing and supporting Earth Hour 2014, Saturday, March 29, 2014 from 8:30 p.m. - 9:30 p.m., an international and local symbolic and educational event, intended to raise awareness about climate change issues, and to inform residents and businesses about existing information and tools available within the community to help us reduce our carbon footprint.

I certify that all the facts presented herein are accurate.

/s/ Rolando R. Lavarro, Jr.
Signature of Department Director

February 25, 2014
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.134

Agenda No. 10.Z.3

Approved: FEB 26 2014



TITLE: RESOLUTION AMENDING RESOLUTION 14-040 AUTHORIZING THE SALE OF CITY PROPERTY NOT NEEDED FOR PUBLIC USE ADOPTED ON JANUARY 29, 2014

COUNCIL Offered and Moved Adoption of the Following Resolution:

WHEREAS, the City of Jersey City [City] is the owner of certain properties whose public sale was authorized by a resolution adopted on January 29, 2014; and

WHEREAS, at the time it was determined that all eight (8) properties were not needed for public use; and

WHEREAS, as such, the City authorized a sale of the eight (8) properties by public sale to the highest bidder on March 6, 2014, pursuant to N.J.S.A. 40A:12-13 et seq; and

WHEREAS, it is in the best interest of the City that the two (2) properties, 90 Virginia Avenue and 265 M.L.K. Drive, be removed from the public sale; and

WHEREAS, after the sale was authorized, it was determined by the Municipal Council that two (2) of the properties are more suitable for a public purpose by a 501(c) (3) non-profit organization, including but not limited to the purposes described under N.J.S.A. 40A:12-21(K), that is, for the provision of educational or social services.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Because they are needed for the public purpose described above, the properties listed below are hereby removed from the public sale previously authorized by the adoption of Resolution 14-040 on January 29, 2014, which sale is scheduled to take place at the City Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, March 6, 2014 at 10:00 A.M.:

<u>BLOCK</u>	<u>LOT(s)</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>MINIMUM BID</u>
21101	57	90 Virginia Ave	V/Land & Garage	108.17x108	\$90,000.00
23405	26	265 M.L.K. Drive	Vacant Land	37.45x93 av.	\$37,500.00

2. The Business Administrator or his designee is authorized to take any actions appropriate or necessary to remove the properties from the sale, to advise the public and to effectuate the purposes of the within resolution.

3. The Division of Real Estate is hereby directed to the extent she is able, to advise any members of the public or who have or may contact her office concerning the March 6, 2014 sale, that the above properties have been removed from the sale.

APPROVED: JM/he
2/26/14

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk